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The New Legal Honours.

THE FEW Birthday Honours which have fallen to the legal profession this year are, curiously enough, shared by two eminent company lawyers—one in each branch of the profession. Mr. F. B. PALMER, who obtains a knighthood, has assisted on Commissions on Company Law, and is understood to have lent valuable aid in drafting some Government Bills; while Mr. FRANK CRISP, who is also knighted, is not only an expert in the same branch of law, but also a leading City solicitor.

Committees on Private Bills.

THE LATEST news from Westminster is that there is little hope of a busy or lucrative session during the coming year. The main reasons are, of course, the scarcity of money, the high rate of interest, and the general unwillingness to enter upon speculative transactions. But with regard to a most important branch of the business in the committee rooms—that relating to Bills promoted by railway companies—another reason is given for the prevailing depression. It is well known that upon the consideration of a railway Bill which has been reported by a committee the House may introduce new clauses or amendments. This power used formerly to be rarely exercised, but within the last few years it has been the custom for Members of Parliament to move amendments, such as the addition of accommodation for passengers belonging to the working classes, which seriously add to the expenses of the new undertaking. The railway companies affirm that in several instances these amendments have been adopted without adequate discussion; that the companies are placed at a disadvantage when the matter is considered by the whole House, for they are not represented by counsel and have no power to call evidence with reference to the matter in hand. We are disposed to think that there is some foundation for these complaints. The introduction by the House of amendments in a Bill which has been fully considered in committee is in the nature of an appeal, and an appeal in which the party appealed against is in danger of finding himself ordered to incur liabilities which may seriously diminish any benefit which he may expect to derive from a measure which has already been sanctioned in a proceeding of a judicial character.

Assignment Without Consent.

THE CASE of *Jenkins* v. *Price* (1907, 2 Ch. 229), in which SWINFEN EADY, J., upheld the right of a lessee to assign without consent where the lessor was requiring the payment of an increased rent as a condition of assignment, has had a singular termination in the Court of Appeal. The lease comprised a public-house held at a rent of £100 a year. The lessee wished to assign to a brewery company, but the lessor, considering that the "tie" would depreciate the value of the house, refused his consent unless the rent was raised to £125 and the residue of the term extended from twelve to twenty years. SWINFEN EADY, J., held that the requirement of an increased rent was a violation of section 3 of the Conveyancing Act, 1892, which enacts that, where a lease contains a covenant against assigning without consent, the covenant shall, unless the contrary is expressed, be deemed to be subject to a proviso "to the effect that no fine, or sum of money in the nature of a fine, shall be payable" in respect of such consent. If there were nothing else in the case except a mere demand for increased rent as the

price of consent, the demand might well, as the learned judge held, be contrary to the section, however reasonable it might be in the lessor's own interests. On this the Court of Appeal expressed no opinion. But that court discovered a point which had apparently until the hearing of the appeal escaped observation. The lease contained a covenant on the part of the lessee to reside upon the premises and personally to carry on the business of a licensed victualler. This was a covenant which the brewery company could not fulfil, and was in itself a good reason for refusing the consent. The demand made by the lessor may have been bad as contravening the Conveyancing Act, 1892, but the declaration made by SWINFEN EADY, J., in favour of the lessee's right to assign without consent did more than decide this point. It amounted—so the Court of Appeal held—to a declaration that the lessee was entitled to assign to a limited company, and this was in opposition to the covenant for personal residence. The case, therefore, did not involve the Conveyancing Act, 1892, and with the point which it was supposed to raise the court did not deal.

The Efficacy of a Receipt Clause.

IT IS the obvious intention of a receipt clause embodied in a conveyance that anyone to whom the conveyance is produced, and who is asked to enter into a transaction on the faith of it, shall be able to rely upon the accuracy of the receipt. Examination of title would be impracticable if the payment of the consideration money upon each sale or mortgage required to be independently investigated. And, accordingly, a purchaser is entitled to assume the truth of the receipt, whether the payment was made upon the occasion of a sale or of a mortgage, though, as regards a mortgage, he must make inquiry as to any change in the amount owing which may have taken place since the mortgage: *Bickerton* v. *Walker* (31 Ch. D. 151). But the courts—if we may use the expression—have prepared a trap for the unwary purchaser by introducing a distinction as regards a sale or mortgage to a solicitor from his client. The client is—so it is assumed—without the ordinary protection which professional help affords, and his express receipt is no guarantee, nor can it be taken to be a guarantee, that the purchase or mortgage money has been in fact paid to the client. Hence when a subsequent purchaser has notice that the relationship of solicitor and client existed, he must specially inquire as to the correctness of the receipt clause, and if he omits to do so, and the money was not in fact paid, he will get no title as against the client: *Gresley* v. *Mousley* (3 D. F. & J. 433). But, of course, where he has no such notice the receipt has its ordinary efficacy: *Bateman* v. *Hunt* (1904, 2 K. B. 530). In *Powell* v. *Browne* (51 SOLICITORS' JOURNAL, p. 591) JOYCE, J., held that there had been such notice, and applied the above distinction in favour of the client, but the Court of Appeal (as reported elsewhere) have pointed out that this did not allow due weight to the client's conduct under the circumstances. He handed to the solicitor a mortgage deed in his favour, containing a receipt for £2,500. This was never advanced, but the client—so the Court of Appeal considered—knew that it was to be used for the purpose of borrowing money, which the solicitor was to relend on the client's behalf, and the case was one of estoppel. The object of the delivery of the deed put the case outside the above rule, and the client was estopped as against a subsequent mortgagee from setting up the incorrectness of the receipt clause.

Bucket-shops.

THE BUSINESSES known as "bucket-shops" and their methods have for twelve days occupied the attention of a judge and jury at the Central Criminal Court, and if any proof were needed of the harm which may be done by these outside brokers, it is supplied by the recent case. We are far from saying that there are not honest outside brokers. No doubt there are many. But it is equally true that there are many who are absolutely dishonest and unscrupulous. Some fall into the clutches of the criminal law; others evade it by nice calculations as to how near they can sail to the wind, or through the disinclination of their victims to confess their folly in the witness-box before the world. In other cases, again, the bucket-shop keeper plays a skilful game of "tails I win, heads you lose." He greedily follows up his winnings; but when inconveniently pressed to pay losses he pleads the Gaming Act, evades all liability, and very likely closes the business and starts again in a new name. Of course his clients sometimes win; encouragement must be given, and success used as a bait, else the supply of customers would run dry. But, speaking generally, these institutions will only carry on business as long as they are winners; that is, as long as their victims continue on the whole to lose, and to bear their losses without any inconvenient attempt to call in question the operations to which they have been subjected. It is quite time this subject was dealt with by legislation. The law is not strong enough to protect the public from these sharks, who skilfully take advantage of the avarice of the ignorant to deprive them of their money. The victims are often persons for whom no pity need be felt; but very frequently they are just such persons as should be protected by law from the disastrous effects of their own ignorance and folly. At present there is no restriction upon any one who wishes to carry on the business of dealing in stocks and shares. A pawnbroker has to have a licence, which he cannot obtain unless he can give evidence of good character. An auctioneer requires a licence. A money-lender has to be registered. Why should not a man who holds himself out to deal in stocks and shares be put in a position where some degree of supervision over him and his business is possible? We suggest that no person, not a member of the Stock Exchange, should be allowed to carry on the business of a dealer in stocks and shares, or to represent himself as carrying on such a business, unless he takes out an excise licence, which should not be granted to him unless he produces a certificate from a magistrate, given after due inquiry into the character and antecedents of the applicant. Such a provision would save numbers of persons from heavy loss, and would (especially if supported by the Stock Exchange) probably meet with little opposition in Parliament.

Compensation for Injury to Trade by Nuisance on Adjoining Property.

CLAIMS for compensation on the ground that the premises of the claimant have been injuriously affected by the exercise of compulsory powers conferred by Act of Parliament have become more numerous of recent years. In the well-known case of *Brand* v. *Hammersmith and City Railway* (L. R. 2 Q. B. 223) BRAMWELL, B., in his judgment in the Court of Exchequer Chamber, expresses his opinion that in the case of a nuisance to the occupiers of premises which would have been actionable at common law, it is impossible to suppose that the Legislature can have enacted that the injury should be done without compensation. In the case of *Adams* v. *London County Council*, which came before the Court of Appeal in July last, a difference had arisen between a building owner and an adjoining owner under section 90 of the London Building Act, 1894, with respect to the raising of a party-wall under section 88, sub-section 6, of that Act, and it was contended that the surveyors appointed under section 91 of the Act to settle that difference had jurisdiction, and ought, to entertain a claim for compensation by the adjoining owner against the building owner for damage caused to the trade of the former—a restaurant keeper—and loss of lodgers through the exercise by the latter of the rights given to him by the sub-section. The Court of Appeal, after a careful examination of the Act, held that, in the absence of express words, there was no jurisdiction to entertain the claim. No reference was made during the argument to the undoubted fact that the law affords no remedy to an adjoining owner who sustains an injury, of a similar character but of a much greater extent, by the demolition of his neighbour's house for the purpose of rebuilding it. The building operations may constitute a nuisance sufficient to injure the business of any shop in the immediate neighbourhood, and the noise which they create may cause lodgers to move to a greater distance, but we cannot find that the law gives any redress to the occupiers of the adjoining property.

Income Tax Acts, Schedule D.

UNDER Schedule D of the Income Tax Act, 1853, the annual profits made by a foreigner, not residing within the United Kingdom, from a "profession, trade, employment, or vocation

exercised within the United Kingdom," are taxable. Numerous cases have been decided as to what acts on the part of a non-resident trader, &c., constitute an "exercise" of a trade, &c., within the United Kingdom. In *Grainger* v. *Gough* (1896, A. C. 325) it was decided by the House of Lords that a foreign merchant, who canvasses through agents in the United Kingdom for orders for the sale of his merchandize to customers in the United Kingdom, does not exercise a trade in the United Kingdom within the meaning of the Income Tax Acts so long as all contracts for the sale, and all deliveries of the merchandize to customers, are made in a foreign country. The question as to how far a non-resident merchant or trader may do business indirectly in this country, without bringing himself within the meshes of the Income Tax Acts, has recently received further elucidation in the Privy Council, and the Judicial Committee have delivered a judgment that makes one regret the technical separation of the two final appeal courts of the Empire. The case referred to was an appeal from New Zealand—*Lovell & Christmas* v. *Commissioner of Taxes* (*Times*, 1st November, 1907). The New Zealand Land and Income Assessment Act, 1900, is sufficiently similar to the English Acts to enable the English decisions to be applied to its interpretation, and the Judicial Committee, accordingly, treated the case as governed by the decision of the House of Lords in *Grainger* v. *Gough* (*ubi supra*). The appellants carried on business in London as provision commission agents, and dairy produce was sent to them from all parts of the world and sold by them on commission. Their agent went each year to New Zealand and canvassed for business; in many cases advances were made to the New Zealand producer against the produce shipped at New Zealand ports for London. The profits of the appellants were made out of the commissions charged by them in London, and, together with other moneys due where there had been advances against produce, deducted by them from the sale moneys in their hands. The New Zealand court held these profits to be taxable as profits derived from New Zealand within the meaning of the Act of 1900. This decision, however, was reversed by the Judicial Committee, on the ground that the business that yielded the profit was the business of selling goods on commission in London, and that the arrangements made in New Zealand for getting consignments only had the effect of bringing goods from New Zealand within the net of the London business. The profits realized in London were, therefore, held not to be taxable in New Zealand. There seems every reason to suppose that under similar and converse circumstances the House of Lords would hold that profits so made were not taxable in England. The case is, therefore, a valuable one for the English practitioner.

Second Mortgagees and the Statute of Limitations.

IT HAS been held by PARKER, J., in *Samuel Johnson & Sons (Limited)* v. *Brock* (1907, 2 Ch. 533) that the Statute of Limitations runs against a second mortgagee who is receiving no interest, notwithstanding that the first mortgagee is in possession of the mortgaged property. In 1889, A. mortgaged two houses to a building society. In February, 1892, he mortgaged the same property to B. subject to the first mortgage. In 1901, the building society entered into possession and so continued till 1906, when B. commenced a foreclosure action. No payment in respect of the second mortgage had been made since July, 1892. Under the Real Property Limitation Act, 1874, the statute runs against a mortgagee so soon as the six months fixed for redemption has expired, since he then has a present right of entry, though under the Real Property Limitation Act, 1837, it can be stopped from time to time by payment of interest. In the present case, therefore, the twelve years had run in 1904, and B.'s title was then extinguished, unless he was assisted by the existence of the prior mortgage. It was held by ROMER, J., in *Kibble* v. *Fairthorne* (1895, 1 Ch., at p. 225) that the existence of a prior mortgage under which the mortgagee has not entered does not prevent the statute running against the second mortgagee, but the learned judge suggested that the result would be different if the prior mortgagee had gone into possession. In the present case PARKER, J., declined to accept this suggestion. He held that the possession of the first mortgagee does not convert the second mortgagee's title into a future one, and that the statute continues to run against him. The case, however, is by no means free from doubt. The main object of the Real Property Limitation Acts is to deal with the right to possession, and this could no longer be exercised by the second mortgagee where the first mortgagee has taken possession. In the analogous case of successive terms to secure annuities it has been held that the statute does not run against the second annuitant as long as the first annuitant is in possession under his term: *Re Birmingham's Estate* (1870, 5 Ir. R. Eq. 147). Why, then, should it run against a second mortgagee while the first mortgagee is in possession? The report does not shew that attention was called to this case, a decision of the Irish Court of Appeal, which seems to be very much in point, or to the special provision of section 42 of the Act of 1833 saving all arrears of the second mortgagee's interest while the first mortgagee is in possession. This seems to indicate that the statute is not to run against the second mortgagee.

The Speaker on Oratory.

AN ADDRESS by the Speaker on Parliamentary and other oratory at the annual meeting of the Penrith Debating Society will be read with interest by all who follow the profession of the law. Lawyers, during many centuries, have made their way to the House of Commons, and although a lawyer of experience and observation will remember that he must not speak in Parliament exactly as he speaks before judges or juries, he may in many respects derive the same benefit as the member for a constituency from the judicious recommendations of the Speaker. Mr. LOWTHER said that the man who could make the best debating speech must have the power of thinking quickly and clearly while on his legs, and must be prepared at a moment's notice to answer a brilliant or powerful speech by an opponent. His advice to would-be orators was, carefully and even laboriously to prepare their material, so that they could at the proper time have one argument logically following another. Then they must cultivate style. He was sorry to say that in the House of Commons there was a great deal of very slipshod talk. Many members never completed a sentence, while others began sentences which never seemed to have an ending, so full were they of interpolations. Successful debaters must state exactly what their arguments were, and when those arguments had been put in the best way of which they were capable, they should sit down. They would naturally think that was a very easy thing to do, but it was not. It was astonishing what a number of speakers one heard who could not sit down. They were so anxious to find a peroration that they wandered over the ground several times. This shrewd and sensible advice need not be confined to the speaker in Parliament; it may be equally directed to the practitioner in the law courts. Mr. LOWTHER adds, that though it may be a very good thing to repeat arguments to juries, it is a fatal thing in debate. We are sorry to think that this objection to repetition does not extend to the conduct of a cause. But it is common knowledge that, either in arguments addressed to judges or speeches addressed to juries, the advocate cannot safely rely on one statement of the points on which he proposes to rely. The attention of the listener is too easily diverted or lulled to sleep, and it becomes necessary to resort to repetition. One of the most valuable gifts of advocacy is the power of disguising repetition by presenting the same argument in a different form.

Power to Exclude Child Infested with Vermin from Public Elementary School.

A CURIOUS question was, on the 25th of October, raised by the Worcester Education Authority before justices for the Stourbridge Division. The question was whether, when a child infested with vermin is sent by his parent to a public elementary school, the school authority have a right to refuse admission to the child on the ground that he or she may bring vermin into the school, and to treat the fact that the parent has not sent the child in a condition fit to be admitted as an omission on the part of the parent to cause the child to attend school. At the hearing of a summons against a parent for neglecting to send a child to school, the Worcester Education Authority produced medical evidence as to the state of the child, and that they had required the parent to cleanse it before it was admitted to the school; that the vermin could easily have been removed in a

few days if the parent had exercised proper care, and that it might easily happen if the child were admitted that the vermin would pass to other children in the school whose parents would be obliged to withdraw them in order that they might be cleansed. Reference was also made to section 7 of the Education Act, 1902, which enacts that the local education authority shall maintain and keep efficient all public elementary schools within their area. The justices held that the managers of the school were entitled, having regard to the condition of the child, to refuse to allow it to be admitted to the school, and they imposed upon the parent a penalty for omitting to cause her child to attend school in such a condition that it could properly be admitted. We wholly approve of this decision, and would merely observe that the Cleansing of Persons Act, 1897, is calculated to remove any difficulty which persons in necessitous circumstances may experience in cleansing their children from vermin. This Act enables local authorities to provide cleansing and disinfection for persons whose children may unfortunately stand in need of it.

Release of Easements under Settled Land Acts.

IT FREQUENTLY happens that an application is made to the court for an order which all the parties desire, which the judge would like to make, which would be beneficial to all and prejudicial to none, and which is clearly within the spirit of a statute, and yet the court feels bound to refuse what is admittedly a meritorious application because, owing to the infirmity of human language and the still greater infirmity of the draftsman, the Act fails to provide for what it was obviously intended to cover. We know of no Act which has given rise to more applications of this sort than the Settled Land Act, and the latest instance is the case of *Re Brotherton*, decided by JOYCE, J., on the 7th inst. In that case there were two estates adjoining one another. Each was a settled estate, and each had appurtenant to it a right of way over the other. It was desired that these rights of way should be released, so that each estate should be no longer encumbered with the easement. It was not only for the mutual benefit of the respective owners that this should be done, but it was absolutely necessary for the advantageous development of the two estates, and, of course, everybody concerned supported the application. Nevertheless, the learned judge felt bound to decide that this could not be done. The decision may be sound law, but it seems a somewhat narrow construction to put upon an enabling Act, and it contrasts rather strongly with the decision on the subject of easements in *Re Bracken's Settlement* (1903, 1 Ch. 265). If the recent decision is correct, the law requires amendment, and the court should have power to enable a tenant for life to do whatever an absolute owner can do, provided, of course, that it is for the benefit of the estate and no one objects.

"Fire Parish Tithe."

A RECENT summons before the Lord Mayor for non-payment of "fire parish tithe" was a curious illustration of a chapter in the ancient history of the City of London. The Act 44 Geo. 3, c. 89: "An Act for the relief of certain incumbents of livings in the City of London," refers to the Act 22 & 23 Charles 2, intituled "An Act for the better settlement of the maintenance of the parsons, vicars, and curates in the parishes of the City of London burnt by the late dreadful fire there," which—after reciting that the tithes in the City of London were levied and paid with great inequality, and were, since the late dreadful fire there, so disordered that in case they should not for the time to come be reduced to a certainty many controversies and suits at law might thence arise—enacts that the annual tithes of every parish in the City of London whose churches had been demolished or in part consumed by the late fire should be certain annual specified sums of money in lieu of tithes. The statute of GEORGE III. then states that the Act of CHARLES II. had failed in providing a proper maintenance for the parsons, vicars, and curates in the said parishes, inasmuch as the respective incomes being by the last mentioned Act fixed at very low rates, "the same were, by the decreased value of money and the enhanced price of all the necessaries of life, become greatly insufficient for the due support of their situation and character." The Act accordingly makes provision for increasing the annual amounts payable in lieu of tithes. The only excuse of the respondent in the recent case was that the rate had not been collected from the particular occupier or his predecessors for forty years, but this good fortune, as was explained by the magistrate, was no answer to the present application.

Law Reports as a Medium for Advertisements.

THE OWNERS and occupiers of flats and apartments in Paris are at all times deeply interested in the law of landlord and tenant, and the mutual rights and liabilities of those who are concerned with immoveable property. This interest has afforded an ingenious advertiser an opportunity of catching the eye of the public. We read in one of the leading French newspapers, in a column usually devoted to legal intelligence, a report of a case in which the tenant of rooms brought an action against his landlord for allowing the staircase to be insufficiently lighted, whereby the plaintiff fell and broke his arm. The report goes on to state that the plaintiff was awarded substantial damages, and that after he had left the court, in order to guard against the risk of similar accidents, he at once took out a policy of insurance with a company whose name and address are given at length. We can only hope that similar advertisements may not be appended to the law reports in English newspapers.

The Acquisition of Rights to Light under the Prescription Act, 1833.

THE decision of PARKER, J., in *Hyman* v. *Van den Bergh* (1907, 2 Ch. 522) brings into prominence an important qualification of the modern rule that twenty years' enjoyment of a right to light gives an absolute title to it. The twenty years must be reckoned next before the commencement of an action in which the right is disputed, and, if no such action is ever brought, the right, so far as it depends on the Prescription Act, 1833, is never acquired, however long the enjoyment has been continued. So remarkable a result requires to be very clearly justified by the provisions of the Act, but as to the effect of these there seems to be little room for doubt.

Taking section 3 by itself, a twenty years' enjoyment at any time would confer a title to the light. "When the access and use of light, so runs the sectionI, "to and for any dwelling-house, workshop, or other building, shall have been actually enjoyed therewith for the full period of twenty years without interruption, the right thereto shall be deemed absolute and indefeasible . . . unless it shall appear that the same was enjoyed by some consent or agreement, expressly made or given for that purpose by deed or writing." Upon these words was founded the statement of Lord WESTBURY, C., in *Tapling* v. *Jones* (11 H. L. C., p. 304), that "the right to what is called an ancient light now depends upon positive enactment. It is matter *juris positivi*, and does not require, and therefore ought not to be rested on, any presumption of grant or fiction of a licence having been obtained from the adjoining proprietor. . . . After an enjoyment of an access of light for twenty years without interruption, the right is declared by the statute to be absolute and indefeasible, and it would seem, therefore, that it cannot be lost or defeated by a subsequent temporary intermission of enjoyment, not amounting to abandonment." All this is sufficiently obvious so long as attention is directed to section 3 only. The twenty years' enjoyment gives the right to light, and after the twenty years nothing will prejudice the right unless the owner of the dominant tenement chooses to abandon what the statute has given him.

And this view of the conditions for acquisition of the right to light is countenanced by other authority. In *Simper* v. *Foley* (2 J. & H. 555) a right to light had been enjoyed from 1815 to 1837. In 1837 the dominant and servient tenements were united in the same ownership, and so continued till 1860, when they were again severed. The action was brought to establish the right in 1861. WOOD, V.C., pointed out that in the year 1835 the right became absolute and indefeasible, and that, though it was suspended from 1837 to 1860 by the unity of the

tenements, it revived again in 1860, and was an existing and enforceable right at the time of the action. And the same learned judge, as Lord HATHERLEY, C., in *Ladyman* v. *Grave* (L. R. 6 Ch. 763), again treated the twenty years' enjoyment as giving the right to light, and further decided that the twenty years need not be actually continuous. "If it had been shown that the enjoyment had lasted for fifteen years and upwards, and then there had been an interruption by unity of possession, and then the enjoyment had lasted for five years more without the unity of possession, in such a case an enjoyment for twenty years could have been pleaded." All this follows naturally from the enactment of section 3 that a twenty years' enjoyment gives an absolute and indefeasible right.

But the Legislature, after thus providing a twenty years' period for the acquisition of the right, went on in section 4 to prescribe the manner in which the twenty years was to be reckoned. Before stating the section, it should be noticed that by section 2 the same period of twenty years was prescribed as the time after which a right of way or other easement could not be defeated by shewing that it was first enjoyed at a time prior to such period; and forty years was prescribed as the time after which such right or easement should be deemed absolute and indefeasible. Then, after these periods of twenty and forty years have been prescribed by sections 2 and 3, section 4 enacts: "Each of the respective periods hereinbefore mentioned shall be deemed and taken to be the period next before some suit or action wherein the claim or matter to which such period may relate shall have been or shall be brought into question," with the further provision that an interruption will not stop the running of the period unless submitted to for one year. Unless, then, section 3 from this mode of computation, there is an end of the idea that the enjoyment for that time gives a right to light.

As regards rights of way, the necesity for computing the twenty years back from the commencement of the action was recognized in 1840 in *Parker* v. *Mitchell* (11 A. & E. 788). Proof of user from a date fifty years before the commencement of the action down to within four years of it was held to furnish no case under the statute. The evidence must cover the prescribed period just before the action. It had previously been held in *Onley* v. *Gardiner* (4 M. & W. 496) that the enjoyment must have been continuous for the prescribed time, and that an interval when there was unity of possession could not be counted in reckoning the period. "We are all," said PARKE, B., "clearly of opinion that, in order to entitle the defendant to the benefit of the statutory plea, it must be an enjoyment of the easement as such, and as of right, for a continuous period of twenty years before the suit without such interruption as is defined in the Act." And a similar decision was given in *Battishill* v. *Reed* (18 C. B. 696), where a way had been enjoyed as of right and without interruption from 1800 to 1855, when the action was brought, but there had been unity of possession from 1843 to 1853. "The statute," said JERVIS, C.J., "contemplates a continuous enjoyment of the easement claimed, as of right, for twenty (or forty) years next before the commencement of the suit, without interruption acquiesced in for a year. In the present case, there was an interval of ten years when there was no user at all. In computing the period that interval cannot be cut out. . . . Under sections 2 and 4, the user must be continuous and ending next before the commencement of the action or suit." Consequently the right of way claimed in that case had not been acquired. But the twenty years need not be reckoned before the suit in which the question of computation arises. If there has been any suit in which the right has been brought in question, the statute is satisfied, and an enjoyment for the twenty years previous to that suit gives a statutory title which is available in a subsequent suit. This was decided in respect of a right to light in *Cooper* v. *Hubbuck* (12 C. B. N. S. 456). But the provision of section 4 that no interruption counts when it has been submitted to for a year makes it possible for the dominant owner to establish his right at the end of twenty years, provided he has enjoyed it for nineteen years and a fraction of the twentieth. In other words, after nineteen years' enjoyment the servient owner cannot prevent the right being acquired against him: *Flight* v. *Thomas* (8 Cl. & F. 231).

Upon this state of the authorities PARKER, J., in *Hyman* v. *Van der Bergh* (*suprà*) had to decide whether a right to light enjoyed for twenty years was indefeasible, although the twenty years had expired nine years before the commencement of the action, and the right for those nine years had been enjoyed under an agreement in writing. Notwithstanding the two decisions of Lord HATHERLEY referred to above, he held that the mode of computation directed by section 4 must be applied to the period of twenty years mentioned in section 3, and that, in accordance with the authorities at common law, the twenty years' enjoyment must be reckoned next before the action. It is curious that the Legislature, after first giving in clear terms an absolute and indefeasible title to light by twenty years' enjoyment, should then have gone on to require litigation as a condition for the dominant owner getting the benefit of the enactment. Apparently the idea was that the right should not be established until the circumstances attending its acquisition had had the publicity of an action. "I think," said WILLES, J., in *Cooper* v. *Hubbuck* (*suprà*), "the intention was to give enjoyment under the Act the same effect as the evidence which would sustain a prescriptive claim before the Act, except that the terminus of the statutory enjoyment must be a suit or action which discloses the nature of the claim, and gives an opportunity of litigating it." In the present case the lessee of the alleged dominant tenement lost the right through his unwillingness to embark on litigation. In 1899, when the right, if contested in an action, would have been established, he entered into an agreement in writing in order to avoid a law suit. The result was that when, in 1907, the freeholders desired to assert the right, they were unable to shew enjoyment for the statutory period—namely, twenty years before the action. Litigation in the form of fictitious actions was frequently a means of establishing title under the old law. It is singular that an actual law suit should under the present law be the necessary means of establishing a right to light under the Prescription Act.

Reviews.

Colonial Law.

COLONIAL LAW AND COURTS. WITH A SKETCH OF THE LEGAL SYSTEMS OF THE WORLD AND TABLES OF CONDITIONS OF APPEAL TO THE PRIVY COUNCIL. Under the General Editorship of ALEXANDER WOOD RENTON, Puisne Justice of the Supreme Court of Ceylon, and GEORGE GRENVILLE PHILLIMORE, B.C.L., Barrister-at-Law. Reprinted from Burge's Commentaries on Colonial and Foreign Laws. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

Burge's Commentaries were first published in 1838. Since that time there have been great changes in the countries which form the civilized world, and in their laws and legal systems, and a new edition of the commentaries is now being prepared. The present book forms the introductory volume, and it is issued separately, as it is expected that it will have interest for a wider circle than that to which the remainder of the work will appeal. In this expectation the publishers, we think, will not be disappointed. From the point of view both of public interest and of professional requirements it is desirable to have an insight into other systems of law besides our own, and the present volume is admirably fitted for this purpose. The first part describes the different systems underlying the jurisprudence of the legal world. After an account of the common law of England, of the canon law, and of the civil law, it gives an interesting description of the growth of the law of France, and of the establishment a century ago of the Code Napoleon. The basis of the legal systems of other countries is then examined, special chapters being devoted to Indian law and to Roman-Dutch law. The growth of the latter system in the Netherlands is carefully explained, and also the method of its extension to the Dutch colonies in various parts of the world. The second part of the volume contains a detailed account of the political history of the different parts of the British dominions other than the United Kingdom, of their legislative authorities and courts of justice, and of the laws in force in each. The chapters on the North American Colonies, and on Australasia, in particular, give much valuable and well arranged information with respect to the Dominion of Canada and the Commonwealth of Australia and their component states. The subject of appeals to the Priory Council is dealt with in Part III. The volume will be of great interest to all who are concerned with the legal institutions of foreign countries and of our colonies.

The Merchant Shipping Acts.

THE MERCHANT SHIPPING ACTS. By ROBERT TEMPERLEY, M.A., Barrister-at-Law. SECOND EDITION, COMPRISING THE MERCHANT SHIPPING ACTS, 1894 TO 1907; WITH NOTES AND AN APPENDIX OF ORDERS IN COUNCIL, RULES AND REGULATIONS, OFFICIAL FORMS, &c. By the Author, now a Solicitor of the Supreme Court, and HUBERT STUART MOORE, Barrister-at-Law; assisted by ALFRED BUCKNILL, M.A., Barrister-at-Law. Stevens & Sons (Limited).

Sailors and the mercantile marine have the advantage of being regulated by the most stupendous Act of Parliament on the statute book. Seven hundred and forty-eight sections go to the making of the Merchant Shipping Act, 1894, while the Act of 1906 brings in eighty-six more. Most of the sections deal with practical matters with which persons interested in shipping, at home and abroad, require to be familiar, and they do not often come before the lawyer in ordinary practice; though such recent cases as *Board of Trade* v. *Baxter* (51 SOLICITORS' JOURNAL, 701) and *Palace Shipping Co.* v. *Caine* (51 SOLICITORS' JOURNAL, 714) shew that disputes between shipowners and seamen may raise difficult questions for the courts. In general, however, the sections which are of most interest to the lawyer are the earlier sections of the Act of 1894, which deal with the transfer of rights in ships and with the creation of mortgages; in particular, section 33, which makes the priority of mortgages depend on the register, and section 57, which, differing from the Merchant Shipping Acts prior to 1862, expressly recognizes equitable interest in ships. The cases decided on these sections are carefully collected in the present edition of Mr. Temperley's book, and the notes include a reference to the important case of *The Benwell Tower* (8 Asp. M. C. 13), where the effect of an unregistered agreement accompanying a registered mortgage was discussed. Full annotation is given also to section 34, which, in general, preserves a mortgagee from the liabilities of an owner. The work forms a very complete guide to these important statutes. The short amending Act of the present year is printed in the *Addenda*.

Order XIV.

A TREATISE ON ORDER XIV., AND THE RULES AND PRACTICE THEREUNDER, AND RELATING THERETO; INCLUDING THE SPECIAL INDORSEMENT OF WRITS UNDER ORD. III., R. 6, AND THE WHOLE LAW RELATING TO SUMMARY JUDGMENT. WITH FORMS OF WRITS, SUMMONSES, AFFIDAVITS, &c. ALSO INCLUDING THE NEW RULES AS TO TAXATION OF COSTS IN CASES UNDER ORDER XIV, PUBLISHED BY THE PRACTICE MASTERS IN JUNE, 1906, AND THE PROCEDURE ON APPEALS TO THE JUDGE IN CHAMBERS, TO THE COURT OF APPEAL, AND TO THE HOUSE OF LORDS; AND A FULL INDEX, ANALYZING THE LAW. By ERNEST ARTHUR JELF, M.A., Barrister-at-Law. Horace Cox.

Mr. Jelf states in his preface that he does not attempt to compete with collection of cases contained in the "Annual" and "Yearly" Practices. He has endeavoured, "from a comparatively small number of the more leading cases, to deduce the principles which underlie this immensely important body of law, to direct the practitioner's attention to the procedure which must be followed, and to sum up for the law student the general result." Order 14 has been of great importance in putting an end to the delay and expense which was formerly incident to the recovery of debts as to which there was in fact no defence, but in practice it has raised many technical questions, and the practitioner requires to use it with caution. The various points which arise in proceedings under the order, including the special indorsement of the writ, and the granting of unconditional or conditional leave to defend, are discussed in detail in Mr. Jelf's book, and the different conditions which may be imposed are enumerated. The work will contribute to a correct understanding of the procedure under the order.

Local Government Law.

THE ENCYCLOPÆDIA OF LOCAL GOVERNMENT LAW (EXCLUSIVE OF THE METROPOLIS). Edited by JOSHUA SCHOFIELD, Barrister-at-Law. VOLUME IV. Butterworth & Co.; Shaw & Sons.

In reviewing previous volumes of this work we have called attention to the defects to which an undertaking of this character is peculiarly liable. The present volume is neither more nor less open to criticism than its predecessors on such grounds as cross-divisions and overlapping of subjects, and the attempt to deal with statutory enactments in the absence of the full text of the statutes concerned. Apart from these defects, the articles contained in Volume IV. afford useful guidance towards a knowledge of the subjects of which they treat. Perhaps the most important of the articles are those on "Loans," "Markets and Fairs," and "Nuisances." The second of these is the work of Mr. Herbert Chitty, whose joint authorship of a well-known book on the same subject qualifies him to deal with it here in an abridged form. In the first article the classification of the purposes for which local authorities may borrow under different statutes should prove useful The article on nuisances suffers from the inherent defects (already alluded to) of the whole scheme; but as to the branches of the subject dealt with (and particularly as to nuisances connected with highways) it is a useful contribution to our knowledge of the law. When the whole work is completed, an exhaustive general index would greatly enhance its value.

Books of the Week.

The Law and Practice of Divorce. By G. L. HARDY, Barrister-at-Law. Effingham Wilson.

Notes on the Companies Act, 1907, in which are incorporated "Notes on the Companies Act, 1900." With Forms. By L. WORTHINGTON EVANS, Solicitor, and F. SHEWELL COOPER, M.A., Barrister-at-Law. Including a Special Chapter on Auditors, by FRANCIS W. PIXLEY, F.C.A., Barrister-at-Law. Fifth Edition. Sweet & Maxwell (Limited).

An Epitome of the Law affecting Marine Insurance. By LAWRENCE DUCKWORTH, Barrister-at-Law. Second Edition, Revised and Enlarged. Effingham Wilson.

Waterlow Bros. & Layton's Legal Diary and Almanack for 1908, containing a List of Stamp Duties from 1904 to the Present Time, with Regulations as to Stamping and Allowance for Spoiled Stamps; a Diary for Every Day in the Year; Suggestions on Registering and Filing Deeds and Papers at Public Offices; Table of Succession to Real and Personal Property; Papers on the Preparation of Legacy and Succession Accounts; and Notes as to Preliminary, Intermediate, and Final Examinations of Articled Clerks; a List of Law Reports, with their Abbreviations and Dates; an Index to the Public General Statutes from time of Henry III; a Digest of the Public General Acts of last Session; List of London and Provincial Barristers, and London and County Solicitors, Irish and Scotch Solicitors, with Appointments, Agents, &c.; Complete List of Justices' Clerks; Commissioners for Affidavits for the Colonies and Foreign Parts; Colonial and Foreign Lawyers resident in London; and a List of Practitioners Abroad. Waterlow Bros. & Layton (Limited).

Estate Duty as Imposed by the Finance Act, 1894, and Amended by subsequent Legislation. With Notes. By E. J. HADES, Manager in the Estate Duty Department of Messrs. Waterlow Bros. & Layton (Limited). Third Edition. Waterlow Bros. & Layton (Limited).

The Law Magazine and Review: a Quarterly Review of Jurisprudence. Vol. XXXIII., November, 1907. Jordan & Sons (Limited).

CASES OF THE WEEK.

Court of Appeal.

POWELL *v.* **BROWNE.** No. 2. 11th Nov.

MORTGAGE OF EQUITABLE INTEREST BY CLIENT TO SOLICITOR — SUB-MORTGAGE—RECEIPT CLAUSE IN MORTGAGE—SUFFICIENT EVIDENCE OF PAYMENT—ESTOPPEL.

A client executed in favour of his solicitor a mortgage which contained the usual receipt clause, but no money was in fact ever advanced by the solicitor to the client. The solicitor subsequently executed a sub-mortgage in favour of a third party.

Held, that the original mortgagee was estopped by the receipt, as against the sub-mortgagee, from denying that he had received the advance.

This was an appeal from a decision of Joyce, J. (reported 51 SOLICITORS' JOURNAL, 591). The facts, as found by the learned judge in the court below, were as follows: A solicitor named Bloomer, being aware that the plaintiff, a client of his, was entitled to certain reversionary interests under his grandfather's will, on or about the 27th of February, 1906, went down to Stafford and called upon the plaintiff there, and, in order to provide a sum of £2,500 for the purpose, as he alleged, of being lent to another client, whom he named, at 6 per cent., Bloomer proposed to the plaintiff to advance him the money at 5 per cent., or some lower rate, so as to enable the plaintiff to relend it and make a profit of the difference between the two rates of interest. Bloomer explained, or alleged, that there were reasons why he should not himself make the advance direct at the higher rate. The plaintiff, who had no reason to distrust his solicitor, assenting, Bloomer at once produced a deed already prepared, purporting to be a mortgage to himself by the plaintiff of his reversionary interest for £2,500, expressed to be in consideration of that amount "this day lent by the mortgagee to the mortgagor, the receipt whereof the mortgagor doth hereby acknowledge." The plaintiff without further question did as he was told and executed this deed, which appeared to bear the date of the 3rd of February. No money passed. The plaintiff understood and believed that Bloomer would advance the money, and on the plaintiff's behalf lend it to his other client at the higher rate of interest. Bloomer, in fact, never made any advance to the plaintiff or on his behalf, his only intention being to

commit a fraud for his own benefit. The other client, who was to have the money advanced to him, did not want any loan; as a matter of fact, Bloomer was indebted to him. As between Bloomer and his client, the plaintiff, there never had, in truth, been any advance or any mortgage security. On the 24th of April, 1906, Bloomer executed to another solicitor, the defendant Browne, an instrument of that date purporting to be a sub-mortgage of the mortgage of the 3rd of February from the plaintiff. This sub-mortgage contained a recital that the principal sum of £2,500 still remained owing to the mortgagee—meaning Bloomer—with interest thereon as from the 3rd of February, 1906. Upon this sub-mortgage and another security Bloomer obtained £1,200 from the defendant Browne. In June, 1906, Bloomer absconded. The plaintiff subsequently commenced this action against the defendant Browne and Bloomer's trustee in bankruptcy for a declaration that as against the plaintiff the mortgage and sub-mortgage were void and of no effect, and for a reconveyance to him of the reversionary interest in question. Joyce, J., said that the defendant Browne knew that Bloomer had acted as solicitor to the plaintiff in the particular transaction, and he was therefore put upon inquiry whether any such advance as mentioned in the mortgage deed prepared by Bloomer and taken from his own client was ever made. The fact of this knowledge on the part of the defendant Browne created a most material distinction between this case and the cases of *Bickerton* v. *Walker* (31 Ch. D. 151) and *Bateman* v. *Hunt* (1904, 2 K. B. 530), and his lordship considered it clear that Bloomer could not give the defendant a better security or more than he himself possessed; the plaintiff, therefore, had the better equity, and was entitled to the relief claimed. The defendant Browne appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and FARWELL, L.JJ.) allowed the appeal.

COZENS-HARDY, M.R., said that the case had been very ably and ingeniously argued by the respondent's counsel, but, the way in which this case presented itself to his mind was an exceedingly simple one, and one that did not invite the court to construe section 55 (1) of the Conveyancing Act, 1881, dealing with a receipt in the body of the deed, nor to consider the numerous authorities that had been brought to their attention. The material facts were shortly as follows: The plaintiff Powell knew quite well that Bloomer had not, in fact, paid him £2,500, though the receipt of this sum was formally acknowledged in the mortgage deed; this deed was handed over after execution to Bloomer; for what purpose? For the purpose of obtaining by its use money to be thereafter applied by Bloomer for Powell's advantage. His lordship preferred to regard this deed as a mortgage for £2,500 in favour of Bloomer, delivered to Bloomer as a deed for the object and intent that Bloomer should use it for the purposes of raising £2,500. Armed with this deed, Bloomer obtained £1,200 from the defendant Browne by means of a sub-mortgage. Under these circumstances the question appeared to his lordship to be the simplest possible case of estoppel; the plaintiff was estopped by his own receipt, on the faith of which Browne had made the £1,200 advance, from saying as against Browne that he, the plaintiff, had not received the money. The judgment of Joyce, J., could not stand, and the appeal must be allowed.

FLETCHER MOULTON and FARWELL, L.JJ., delivered judgments to the same effect.—COUNSEL, *Upjohn*, K.C., *Hughes*, K.C., and *Israel*; *Younger*, K.C., and *Harman*. SOLICITORS, *Charles F. Ingram*; *Karuth, Browne, & Ottaway*.

[Reported by J. I. STIRLING, Barrister-at-LAW.]

Re DOVER COALFIELDS EXTENSION (LIM.). No. 2. 7th Nov.

COMPANY—WINDING UP—DIRECTOR'S FEES OBTAINED AS DIRECTOR OF ANOTHER COMPANY.

A director of a company, who qualifies for directorship of a second company as the holder of shares therein, which are the property of the first company, whose trustee and nominee he is, is under no obligation to account for fees received as director of the second company. His remuneration arises, not by virtue of the first company's shares, but by virtue of his contract with the second company.

This was an appeal by the liquidator of the Dover Coalfields Extension (Limited) (below referred to as the company) from a decision by Warrington, J. (reported 51 SOLICITORS' JOURNAL, 466). The facts were as follows: In June, 1901, the company purchased 5,105 shares in the Consolidated Kent Collieries Corporation (below called the corporation), which were transferred into the names of the chairman and secretary of the company as trustees for the company. On the 11th of February, 1902, two directors of the company, W. J. Cousins and C. F. R. Fonrobert, were elected directors of the corporation, the object of their election being that they might look after the interests of the company in the affairs of the corporation. The articles of association of the corporation provided that the qualification of a director should be the holding of shares in the corporation of the nominal amount of £1,000, and that a director might act before acquiring his qualification. On the 28th of February, 1902, a board meeting of the company was held, at which Cousins and Fonrobert were the only directors present (there being at the time one other director of the company), when it was resolved that 1,000 of the 5,105 shares of the corporation belonging to the company should be transferred to Cousins to provide for his qualification as a director of the corporation, and that a further 1,000 should be transferred to Fonrobert to provide for his qualification. The shares were accordingly transferred to Cousins and Fonrobert, who executed a declaration of trust of them in favour of the company. Cousins and Fonrobert acted as directors of the corporation, and both continued to hold the shares thus acquired till February, 1903, when Cousins, who had in the meantime acquired the necessary qualification from another source, re-transferred his 1,000 shares. On the 31st of March, 1903, the company was ordered to be wound up. An application was made by misfeasance summons by the liquidator of the company against Cousins and Fonrobert for a declaration that they were liable to contribute to the assets of the company the remuneration received by them for acting as directors of the corporation and for payment of the same to the liquidator. The summons was not served on Fonrobert, and was, therefore, not proceeded with against him. Warrington, J., was of opinion that the remuneration was not profit derived from the use of the qualification shares, but was payment for work done by Cousins as director of the corporation, which had been fixed by a fair bargain between him and the corporation that the court would not go behind. He accordingly dismissed the application. The liquidator appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and FARWELL, L.JJ.) dismissed the appeal. Their lordships were of opinion that the remuneration in question had been received by the appellant, not by virtue of the company's shares, but by virtue of his contract with the corporation. There was no allegation of any impropriety in the transaction. In these circumstances the judgment of Mr. Justice Warrington was quite right, and the appeal must be dismissed, with costs.—COUNSEL, *Hon. E. C. Macnaghten*, K.C., and *Martelli*; *Cave*, K.C., and *Palmer*. SOLICITORS, *Filgrim & Phillips*; *Ernest A. Fuller*.

[Reported by J. I. STIRLING, Barrister-at-LAW.]

JENKINS *v.* PRICE. No. 2. 8th Nov.

LANDLORD AND TENANT—LEASE OF LICENSED HOUSE—COVENANT TO OCCUPY PERSONALLY—COVENANT AGAINST ASSIGNMENT—CONSENT NOT TO BE UNREASONABLY WITHHELD—ASSIGNMENT TO BREWERY COMPANY.

A covenant in a lease of licensed premises that the lessee will reside on the premises and personally carry on the business of a licensed victualler therein, is violated by an assignment to a limited company, and affords good ground for the lessor refusing his assent to such assignment.

This was an appeal from a decision of Swinfen Eady, J. The facts were as follows: The plaintiff in the action, Miss Jenkins, was the lessee of licensed premises known as the London Hotel, Abergavenny, under a lease dated the 8th of April, 1905. The lease contained covenants by the plaintiff that she would not (except by will) assign, transfer, underlet, or part with the possession of the said hotel without the previous consent in writing of the defendant (who was the freeholder), such consent not to be unreasonably withheld; and also that she would at all times during the said term reside upon the said hotel and personally carry on the business of a licensed victualler thereon. There was also a condition of re-entry in case of breach of covenant. A premium of £200 was paid by the plaintiff to the defendant, and she had since expended more than that amount in improvements. Towards the end of 1906, when the lease had twelve years to run, the plaintiff was desirous of assigning her lease to the Rhymney Iron Co., who carry on the business of brewers under the style of Andrew Buchan & Co. She applied to the defendant for his consent, which he gave on the 22nd of December, 1906, in the following terms: "I hereby agree to an assignment of the lease or to a sublet on an annual tenancy of the London Hotel upon the present terms to a private person only who will carry on the business as a free house; but if you desire to transfer the tenancy to a brewery firm, then the rent must be increased by £25 and the term extended from twelve to twenty-one years." Further letters passed, but the defendant adhered to his determination, alleging as a reason that houses let to brewers and becoming tied houses were thereby reduced in value. The plaintiff thereupon brought the present action for a declaration that the defendant was not entitled to impose any such terms as a condition for giving his consent to the assignment to the brewery company, and that the lessee was entitled to assign the lease to the brewery company without any further consent. The plaintiff contended that the condition requiring a future increase of rent and an extension of the term of years amounted to the imposition of a fine, or sum of money in the nature of a fine, in respect of the consent, contrary to the provisions of section 3 of the Conveyancing Act, 1892, and was consequently illegal and void, and that by imposing the same the defendant had unreasonably withheld his consent within the meaning of the covenant in the lease, and that the plaintiff was consequently entitled to assign. The defendant called evidence to shew that a brewery tie would depreciate the goodwill of the hotel, and he contended that in the circumstance his refusal was not unreasonable. Swinfen Eady, J., was of opinion that the defendant from his point of view, was not acting in a manner which was unjustified; he was not endeavouring to confiscate the lessee's improvements, but his lordship held that the increased rent which the defendant demanded was a "fine, or sum of money in the nature of a fine," within the meaning of section 3 of the Conveyancing Act, 1892, and was a condition which the lessor could not impose. He accordingly made a declaration that in the events which had happened the plaintiff was entitled to assign the lease or otherwise transfer the tenancy of the hotel to the Rhymney Iron Co. (Limited) without any further consent on the part of the defendant. As to the costs, his lordship thought that the plaintiff, though entitled to the declaration, had no cause of action apart therefrom, and consequently could not recover costs, and the defendant, who had wrongly disputed her claim, was not entitled to costs. Therefore both parties must pay their own. The defendant appealed. After the case had been opened on behalf of the appellant, it was pointed out by the court that the covenant in the lease to reside in the hotel and personally carry on the business of a licensed victualler thereon would be a good reason for the lessor's refusing to assign to a company which could not comply with the covenant, and that in the event of such an assignment being made the lessor's right of re-entry would immediately arise. In these circumstances,

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and FARWELL, L.JJ.) allowed the appeal without giving costs to either side.

Cozens-Hardy, M.R., said that, looking at the lease which was in evidence, it seemed too plain for argument that there was a covenant that the lease should not be assigned to a limited company. Those were not the actual words of the covenant, but the words which were used meant that perfectly plainly. The judgment in the court below declared that the plaintiff in the events which had happened was entitled to assign to a limited company. Through some inadvertence, neither in the pleadings nor in the argument in the court below had attention been called to this covenant. It was impossible that the court should allow the judgment to stand, because, notwithstanding this covenant, it contained a declaration that the plaintiff might assign to a limited company. The learned judge had not allowed any costs below, and no costs of the appeal would be allowed to either side. In these circumstances it was not necessary to say anything about the points that Swinfen Eady, J., had decided, and his lordship desired to keep an open mind as to them.—Counsel, *Micklem*, K.C., and *T. T. Methold*; *Eve*, K.C., and *Corner*. Solicitors, *Hier Jacob*, for *J. R. Jacob*, Abergavenny; *A. R. & H. Steele*, for *Gabb & Walford*, Abergavenny.

[Reported by J. I. Stirling, Barrister-at-Law.]

UNIVERSITY COLLEGE OF NORTH WALES AT BANGOR AND UNIVERSITY OF WALES *v.* TAYLOR AND OTHERS. No. 2. 30th Oct.

Probate—Incorporation of Unattested Paper—Existing and Future Documents—Principles of Admission.

A reference in a duly executed testamentary document to "any memorandum written or signed" by the testator is really a reference to any existing or future document, and is too vague a description to allow of the incorporation in the will of a document actually existing at the date of the will, nor in such circumstances is parol evidence as to the identity of the document admissible.

This was an appeal by the plaintiffs, the University College of North Wales, against a decision of the President of the Probate, Divorce, and Admiralty Division (reported 51 Solicitors' Journal, 37). The action was a probate action arising out of the testamentary dispositions of the late John Eyton Williams, of Chester, who died on the 15th of July, 1905, leaving a will dated the 27th of June, 1905, which had been admitted to probate on the 25th of October, 1905. The plaintiffs, who were legatees, claimed revocation of a testamentary paper dated the 12th of March, 1905, alleged to have been incorporated in the said will. The defendants, who were respectively the executors of the will and the next-of-kin, pleaded that the document of the 12th of March, 1905, was duly incorporated with the will. In March, 1905, previously to the will propounded, the testator had executed a will under which he gave legacies of £10,000 to each of the plaintiff institutions, not for the specific foundation of scholarships, but for the general purposes of the institutions. Shortly afterwards he wrote the following memorandum: "To the executors of my will. March 12th, 1905. Dear Friends,—I desire to append a few observations expressing my views and opinions with respect to the bequests I have made to the University of Wales and the University College of North Wales, Bangor. . . . I feel it to be my solemn duty to attach two conditions of a theological nature which shall be absolutely obligatory on every winner of a prize in any competition under this disposition as the foundation of the whole scheme, viz.—(1) The belief in the existence of a Supreme Being, the Almighty, All Wise, and All Merciful God, Creator of Heaven and earth and all things therein, Supreme Ruler and Governor of the Universe; and (2) the acceptance and belief in the tenets and principles of the Protestant faith. . . ." The bequests were open only to Welsh born males, with one or both Welsh parents. This memorandum was not signed by the testator, but was in his handwriting. The will of the 27th of June, 1905, as prepared and executed, contained the following bequests: "£10,000 to the trustees for the time being of the University of Wales, of which his Majesty King Edward is the Protector, upon trust to invest the sum and apply the income arising from such investments in founding in it new scholarships and prizes in my name, to be held upon such terms and conditions and subject to such rules and regulations as are contained and specified in any memorandum amongst my papers written or signed by me relating thereto; and £10,000 to the trustees for the time being of the University College of North Wales at Bangor (on identical terms and conditions, *i.e.* subject to such rules . . . contained and specified in any memorandum . . .)." In the event of either the university or the college refusing the legacy, such legacy was to go to the other, and, if they both refused, the legacies were to lapse and go into the residue. The learned President admitted the evidence of the solicitor who prepared the will, Mr. Jolliffe, that in June, 1905, there had been a series of interviews between Mr. Jolliffe and the testator, carried on, by reason of the latter's deafness, by means of signs and writings, and a great number of the latter were produced, representing "notes of conversation." It appeared from the evidence that the memorandum of the 12th of March was then produced by the testator, and that Mr. Jolliffe suggested certain expansions of it, but the testator had not in fact put Mr. Jolliffe's suggestions into effect. On this evidence the President came to the conclusion that the will of the 27th of June was prepared and executed on the basis that the memorandum of the 12th of March was "the" instrument referred to in the will. Applying to the facts of the present case the principle laid down in the leading case of *Allen* v. *Maddock* (11 Moo. P. C. 427), that the document referred to must be an existing document at the time when the will was executed, and that it must be referred to in such terms as to make it clear that it was the instrument referred to, his lordship came to the conclusion that the document of the 12th of March, 1905, was incorporated with the will of the 27th of June, 1905. From this decision the University College of North Wales now appealed.

The Court (Cozens-Hardy, M.R., and Fletcher Moulton and Farwell, L.JJ.) allowed the appeal.

Cozens-Hardy, M.R., said that in considering this case the first duty of the court was to construe the will. A will might be so phrased as on the one hand to exclude the possibility of any parol evidence, and on the other hand it might be so phrased as to admit the possibility of parol evidence. It was admitted, or, at any rate, not seriously disputed, that the respondents must fail if, according to the true construction of the will, the bequest of £10,000 was to be held to be given "upon such terms and conditions and subject to such rules and regulations as are contained and specified in any existing or future memorandum amongst my papers written or signed by me." According to his view, that was the true meaning and construction of the gift. He could not read it as meaning "upon the terms specified by one existing document unless I alter it by some other document." Whether such a condition would be valid he would not pause to consider, but he could not accept such a construction. The word "any" presupposed the possibility of more than one document, and the fact that the second bequest of £10,000 to the University College of North Wales was in identical terms and did not refer to the said memorandum very much assisted that view. If that was the true construction of the will, was it open to the court to admit parol evidence? He thought not. The case was really concluded by the authority of *Smart* v. *Prujean* (6 Ves. 560) and *Allen* v. *Maddock* (11 Moo. P. C. 427). Applying the principles laid down in those cases, it seemed to him that parol evidence was not admissible, but, having regard to the great interest of the case, the court had thought it right to listen to the parol evidence which had been admitted in the court below. Speaking for himself, he thought that, if he had had any doubt before, the parol evidence made it still more impossible to support the view taken by the respondents. It was plain on the evidence that the testator's intention was that his trusts should be found, not in any existing memorandum, but in some future memorandum which he intended to execute. With the greatest respect to the learned President, he was unable to accede, not to the principles of law which he had laid down, but to his application of them to the present case. The appeal must be allowed.

Fletcher Moulton and Farwell, L.JJ., also delivered judgments allowing the appeal.—Counsel, *Upjohn*, K.C., *Duke*, K.C., and *Prior*; *Sir D. Brynmor Jones*, K.C., and *J. G. Wood*; *Lush*, K.C., and *R. M. Middleton*; *Barnard*, K.C., and *Harold Morris*; *Rowlatt*. Solicitors, *Lloyd-George, Roberts, & Co.*, for *Glynne Jones*, Bangor; *Faithfull & Owen*, for *Glynne Jones*, Bangor; *Chester, Broome, & Griffithes*, for *Jolliffe & Jolliffe*, Chester; *Kennedy, Ponsonby, & Ryde*; *Solicitor to the Treasury*.

[Reported by J. I. Stirling, Barrister-at-Law.]

High Court—Chancery Division.

Re **BROTHERTON. BROTHERTON** *v.* **BROTHERTON.** Joyce, J. 1st and 7th Nov.

Settled Estates—Tenant for Life—Easement—Incorporeal Hereditament—Exchange—Power of Tenant for Life to Release Easement Enjoyed with Settled Land—Settled Land Acts, 1882 (45 & 46 Vict. c. 38), s. 2, sub-section 10, s. 3, sub-section 1, ss. 17, 21; and 1890 (53 & 54 Vict. c. 69), s. 5.

A tenant for life has no power, under the Settled Land Acts, 1882 to 1890, to release a right of way enjoyed in connection with settled land over another tenement, either by way of sale or in exchange for a release of a similar right of way enjoyed over his settled land. Nor can the tenant for life purchase the release of the latter easement out of capital money.

Jones v. Watts (43 *Ch. D.* 574) *and* Re Bracken's Settlement (1903, 1 *Ch.* 265) *distinguished.*

The Brotherton settled estates and the Markham settled estates are adjoining estates situate in Mayfair. A private carriage-way runs down the centre of these estates through yards and at the backs of houses. It was proposed that, for the greater convenience of each estate, the rights of each to the way in the other estate should be released and that the right of way should be mutually abandoned. Adjourned summonses.

Joyce, J.—The Brotherton and Markham estates in Mayfair adjoin one another. Each is a settled estate, and has appurtenant to it, or to some part of it, a right of way or easement over some part of the other. It is desired, for the more advantageous development of these estates, and it will be for the mutual benefit of the prospective owners, that the appurtenant rights of way, or whatever they are, should be released, so that each estate may be no longer incumbered with any easement in favour of the other. The question is whether under the Settled Land Acts a tenant for life of a settled estate can by way of sale or exchange release an easement or right of way which is appurtenant to such estate, or can out of capital money purchase the discharge or release of a right of way or similar right to which the settled estate is subject. By the definition in section 2, sub-section 10 (1), of the Act of 1882, "land includes incorporeal hereditaments," but without the express provision in section 3, sub-section 1, with respect to the sale of an easement, right, or privilege, I do not think that a tenant for life could sell a right of way or easement over the settled lands; nor, but for section 17, could the surface and minerals be dealt with apart. I do not consider *Jones* v. *Watts* (43 Ch. D. 574) to be a decision that every easement, whatever the circumstances may be, or that an easement of such a kind and so circumstanced

as the easements are in this case, is an incorporeal hereditament. The circumstances there were very special, and the appellant, I think it was, contended that the right of way in that case must be dealt with and treated separately from the lease of a house, and Cotton, L.J., most accurate of judges, said: "Even taking the stipulations as to the right of way as independent of the agreement to let the house and land, the contract comes within the Act." I should prefer to say, as I think Mr. Challis does, that easements are rights appurtenant to corporeal hereditaments. Now, a rent is beyond all question an incorporeal hereditament, but I do not understand that a tenant for life could under the Settled Land Acts create *de novo* and sell a rent to issue out of the settled estates. It is by virtue of the express provisions in section 3, sub-section 1, and by virtue of those provisions alone, that a tenant for life of settled land may sell an easement over the same. So also it is, I think, only by virtue of the express enactment in section 21, sub-section 8, that the investment is authorized of capital moneys in the purchase of a right of way or easement to be held with or to be annexed in enjoyment of the settled land. But there is not in the Act any express power to invest capital moneys in purchasing the release of any existing easement over settled land; nor is a tenant for life expressly empowered to release any easement or other right enjoyed by the settled land, if I may use such an expression. Section 5 of the Settled Land Act, 1890, provides that "on an exchange or partition any easement, right, or privilege of any kind may be reserved, or may be granted over or in relation to the settled land or any part thereof, or other land, or an easement, right, or privilege of any kind may be given or taken in exchange or on partition for land or for any other easement, right, or privilege of any kind." In the case of *Re Bracken's Settlement* (1903, 1 Ch. 265) it was held that a tenant for life might grant an easement or right over a settled estate in exchange for an easement or right over other lands to be annexed in enjoyment to the settled land. The former could have been sold alone, and the latter might have been purchased alone, under the provisions of the Acts, out of capital moneys. This, however, in my opinion, does not go far enough to justify what is proposed to be done on the present application. Then it was suggested that a tenant for life of settled land, the dominant tenement, might, in consideration of a payment of a sum to be treated as capital money, authorize the owner of the servient tenement to close by permanent obstructions the way to the enjoyment of which the owners for the time being of the settled estate had hitherto been entitled, and that this would be a sale of a right or privilege in relation to, it certainly would not be "over," the settled land. This is ingenious, but upon reflection I think it is wrong and certainly not what was contemplated. I am unable to see my way to holding that the purchase of the release for money of an easement enjoyed over settled land is the purchase of any easement, right, or privilege convenient to be held with the settled land within the meaning of that expression in the statute, section 21, sub-section 8. You might, as it seems to me, just as well say that such a purchase was the discharge of an incumbrance, under section 21, sub-section 2, which in popular language it may be, but is certainly not in the technical language of the law. Nor do I think what is proposed in the present case can be correctly described as an exchange of a right or privilege of any kind for another right or privilege of any kind within the meaning of those expressions in section 5 of the Act of 1890. It is an exchange, not of the grant, but of the release of a right enjoyed by the owner of the settled land over adjoining land for a release of a right enjoyed by the owners of the adjoining land over the settled land. I regret to have to say that this, in my opinion, is not within the powers of a tenant for life, under any of the provisions of the Settled Land Acts as they stand at present. A tenant for life is not, under these Acts, empowered to do whatever an absolute owner might do, but only to do what the statute expressly authorizes, and I fail to find in the statutes any express authorization for what is proposed in this case. Consequently I must, with reluctance, refuse the application.—Counsel, *Hughes*, K.C., and *H. L. Wright*; *George Lawrence*; *J. Henderson*. Solicitors, *Foyer & Co.*; *Burch, Whitehead, & Davidsons*.

[Reported by A. S. Orrê, Barrister-at-Law.]

LANDEKER & BROWN *v.* **LOUIS WOLFF & CO. (LIM.).** Joyce, J. 18th June; 10th, 16th, and 25th July; 14th and 26th Oct.

Copyright—Pictures—Assignment—Foreign Copyright—International Copyright Act, 1886 (49 & 50 Vict. c. 33)—Order 28th November, 1887—Assignment Qualified by Undertaking Not to Reproduce Without Consent of the Assignor.

M. & S. assigned the British copyright in two pictures to the plaintiffs upon the plaintiffs undertaking not to reproduce the pictures without the consent of M. & S. The plaintiffs obtained the said assignment for the purposes of proceedings against the defendants for infringement of the copyright in these pictures.

Held, that an assignment in writing of the copyright in a picture which is qualified by a contemporaneous undertaking not to reproduce without the consent of the assignor, is not a valid assignment so as to enable the assignee to sue for infringement without joining the assignor as co-plaintiff, and also that the assignment in this case was not bonâ fide *to transfer the copyright. The right of an owner of the British copyright in a picture is not identical with the right of the owner of a patented invention of an article.*

The plaintiffs alleged and the defendants admitted that E. G. May Soehne, of Frankfort, Germany, had acquired the entire copyright from the artist in two pictures, "Evening in the Pontine Marshes" and "Morning in the Campagna," and had published these works in 1904, and had become entitled to the entire copyright of these works in England by virtue of the International Copyright Act, 1886, and the Order in Council dated the 28th of November, 1887. The plaintiffs were fine art publishers in London. In 1906 they agreed with E. G. May Soehne that in consideration of a purchase of 1,000 copies of chromo-lithographs of the said two paintings they should have the sole right of sale of all reproductions of the said works in England for three years from the 3rd of April, 1906. The defendants were also fine art publishers in London. They had purchased copies of the picture from the plaintiffs, who sold the copies with a label, "Copyright by Landeker & Brown." Subsequently in 1906 they purchased from B. Grosz, of Leipsig, who was himself a purchaser from May Soehne, some copies of the pictures, and sold them in England. On the 11th of February, 1907, May Soehne signed an assignment in writing to the plaintiffs of the English copyright in these works, but the assignment was qualified by an undertaking by the plaintiffs in contemporaneous correspondence that the plaintiffs should not reproduce the said works without the consent of May Soehne. The plaintiffs claimed an injunction and damages for infringement of copyright against the plaintiffs.

Joyce, J.—This is an action arising out of a claim of copyright in respect of the reproduction of two pictures by an Italian artist of the name of Serra. The plaintiffs by their pleadings allege that the said two works were first published in the month of August, 1904, at Frankfort-on-Maine, in the Empire of Germany, by E. G. May Soehne, after they had acquired the entire copyright therein of the said Enrique Serra, and that by virtue of the International Copyright Act, 1886, and of the Order in Council made thereunder on the 28th of November, 1887, the said E. G. May Soehne became entitled to the copyright of the said works in the United Kingdom. Consequently it must be taken for the purposes of this action that May Soehne did acquire the copyright in the pictures, though I have some suspicion that they did not. In the first instance the defendants obtained copies from the plaintiffs themselves in this country. These copies bore the label "Copyright by Landeker & Brown." That was untrue, though the plaintiffs allege that May Soehne had agreed to give them the exclusive sale in this country, in other words, not to supply any one else here for three years. The defendants in October, 1906, obtained further copies, this time from Germany, and again in 1907, but these last, in consequence of the plaintiffs' threats, were, after delivery, returned to Germany. The copies thus imported were not pirated in the ordinary sense of the term, but had been obtained by the defendants' vendor, from May Soehne, who, as I have said, must be taken for the purposes of this action to have had the copyright. In the beginning of 1907 the plaintiffs, in order to be able to institute this action without joining as co-plaintiffs May Soehne, who had themselves sold the copies which the defendants importer, asked May Soehne to transfer to them the British copyright in the two pictures. Now, copyright has been defined to be "The exclusive liberty of printing or otherwise multiplying copies of a document or picture." Whether that definition be correct or not, certainly the right of reproduction is a very substantial, if not an essential, part of the copyright in any document. But May Soehne were unwilling and declined to part with or confer on the plaintiffs any right of reproduction, and to this they have always adhered. The ultimate result of the communications between these parties was that the plaintiffs procured from May Soehne a writing not under seal purporting to bear date the 11th of February, 1907, and to be an assignment and transfer to Landeker & Brown of the sole and exclusive copyright in the two pictures for a term of three years. But contemporaneous documents—I refer particularly to a letter and undertaking each dated the 15th of February, 1907—to my mind shew that the plaintiffs were not to have the exclusive or any right to reproduce the pictures in Great Britain or any where else. Now, if I, being the owner of the copyright of a picture, give to another person the privilege of reproducing that picture subject to the condition that he does not do this without my consent, this, in my opinion, confers on the other person no legal right as against me, nor, in fact, any legal right at all. I have come to the conclusion that there has not in fact been any real and *bonâ fide* transfer to the plaintiffs of the English or any copyright at all. The copyright, in my opinion, still remains, or must be taken to remain, with May Soehne, who are not plaintiffs or parties. In other words, I hold that the plaintiffs cannot as owners of the British copyright maintain this action. It was also argued with great ability and ingenuity that a copyright picture was to be treated as in a similar position to a patented article, and that the plaintiffs ought to succeed even in the absence of any assignment of copyright to them. I am unable to accede to this contention, and I have come to the conclusion that this action fails and must be dismissed with costs.—Counsel, *Scrutton*, K.C., and *H. Bentwich*; *Lush*, K.C., and *F. D. MacKinnon*. Solicitors, *J. R. Cardew Smith*; *Watkin Williams, Steel, & Hart*.

[Reported by A. S. Orrê, Barrister-at-Law.]

High Court—King's Bench Division.

WHITEHEAD *v.* **PALMER.** Channell, J. 1st Nov.

Administrator ad colligenda bona—Landlord and Tenant—Death of Lessee—Action by Landlord to Recover Possession and for Rent and Mesne Profits—Physical Entry into Possession by Administrator—Personal Liability for Rent.

An administrator ad colligenda bona *who takes possession of demised premises is liable for rent and mesne profits, though by proper pleading he may limit such liability for rent to the actual value which the premises would have yielded to the landlord.*

Action tried before Channell, J., sitting without a jury. The plaintiff claimed against the defendant as administrator of the personal estate and effects of Mrs. Leconteur, deceased, to recover possession of certain premises in Brook-street, W., demised by the plaintiff to Mrs. Leconteur, arrears of rent and mesne profits since the 24th of June, 1905, and alternatively against the defendant personally for the same amounts. The defendant pleaded that he was appointed administrator *ad colligenda bona* on the 7th of June, 1905, and that by reason of the limited nature of the grant of administration he was not liable for arrears of rent or for mesne profits. He further denied that the lease of the premises had ever become vested in him. The facts were that Mrs. Leconteur carried on business at the premises in Brook-street on the first floor, the other floors being underlet. She died suddenly in May, 1905. Prior to her death the defendant, who was an accountant, was investigating her affairs in the interest of some one who was proposing to make a loan to her in connection with her business. Mrs. Leconteur having died, her sister claimed to be her sole next-of-kin, Mrs. Leconteur, so far as known, having died intestate. The sister, finding that the defendant had been investigating Mrs. Leconteur's affairs, employed him to investigate them on her behalf, as she thought that in due course she would obtain letters of administration. A caveat was, however, put in against letters of administration being granted to her, by whom did not appear; thereupon, upon her application, the defendant was appointed administrator *ad colligenda bona* and obtained leave from the registrar to sell the lease. The lease was put up to auction but the reserve price was not reached and was bought in. He then tried to get a tenant, but failed to do so. Eventually this action under order 14 was brought, and from the date of the writ—the 23rd of August—the landlord made a conclusive election to treat the lease as gone and every one found on the premises as a trespasser. The defendant did not give up the keys, and he appeared in the action. He did not limit his appearance in any way. The master gave judgment for possession, but the defendant did not give up the keys until the 18th of October. Therefore from the date of the writ to that date the defendant was on the premises as a trespasser. No question arose as to the defendant's position as administrator *ad colligenda bona*. The action was against the defendant personally for keeping possession of the premises. At the hearing of the action judgment was reserved.

Channell, J., held, on the facts, that there was no defence to the claim for rent between the 23rd of August and the 18th of October. In his judgment he dealt with the effect of the grant of administration *ad colligenda bona*. He came to the conclusion that if the defendant had not entered he would not have been liable. That point was clearly settled in *Rendall* v. *Andreae* (61 L. J. Q. B. 630). In that case the defendant had made himself liable as assignee to some extent, and the question was to what extent. It was clearly settled that where the rent under a lease was in excess of the value of the premises the executor or administrator who had entered, if he pleaded properly, was only liable up to the amount of the value of the premises. It must be taken that the present defendant had pleaded properly to raise the question, and therefore that he was only liable up to the value of the premises if the rent exceeded that value. The rent under the lease was £450. The defendant was advised that it was worth more, and he did his best, but unsuccessfully, to get more in the limited time at his disposal. Since the plaintiff had got the premises back into his hands he had eventually succeeded in getting a tenant at £480 a year. That being so, it was clear that £450 was a fair estimate of the value of the premises. If, therefore, the value for which the defendant was liable was the value for which the premises might have been let for a tenancy of a substantial period, he considered that £450 was their value. If his lordship had to say that the defendant was only liable, as had been suggested in some cases, for what he had actually received—in this case some small sums had been received from the sub-tenants—and for what he might with reasonable diligence have received, there was nothing to enable him to say that the defendant might have made any more of the premises during the time at his disposal than he had. There was a difficulty about that point. He thought, however, that the defendant was liable for the same sum as a trespasser would have been liable for, and there was nothing to justify him in reducing the sum below a proportionate part of the yearly value of £450. His lordship came to the conclusion that the defendant was liable from the 7th of June to the 18th of October, the latter date being that on which he gave up possession, at the rate of £450 a year. The portion of that amount in respect of the period from the 7th of June to the 23rd of August represented rent, and the portion from the 23rd of August to the 18th of October represented mesne profits. There would be judgment for the plaintiff for £165 and costs.—Counsel, *E. M. Pollock*, K.C., and *W. G. Powers*; *Howard D'Egville*. Solicitors, *J. P. Ayres*; *E. J. Q. Meggs*.

[Reported by Erskine Reid, Barrister-at-Law.]

CLINTON *v.* **BENNETT.** Div. Court. 31st Oct.

County Court—Practice—Costs—Action for Damages, Claiming Perpetual Injunction, with Alternative Claim for Damages—Failure of Claim for Damages and Injunction—£3 Recovered on Alternative Claim—Scale of Costs—County Courts Act, 1888 (51 & 52 Vict. c. 43), s. 119—County Court Rules, 1903 and 1904, ord. 53, rr. 1 and 11.

The plaintiff brought an action in the county court for trespass, alternatively for disturbance of his tenancy, against his landlord, claiming an injunction. In the alternative he claimed for compensation in respect of improvements under his agreement for a lease. The defendant counterclaimed for a declaration that the tenancy had ceased by his re-entry. Judgment was given for the plaintiff on the second part of his claim for £3, and for the defendant on the counterclaim. Costs on each judgment. Subsequently the county court judge, on a review of taxation, gave the plaintiff his costs under column B of the county court scales of costs, holding that he was bound to do so by ord. 53, r. 11, of the County Court Rules, 1903.

Held, that this decision was wrong, and that the plaintiff's costs must be taxed on the lower scale.

Appeal from the decision of a county court judge on an application to review taxation. The plaintiff brought an action against the defendant, of which the following were the amended particulars of claim: "The plaintiff claims damages for trespass by the defendant upon an enclosed garden in the occupation of the plaintiff as lessee under the defendant, situate . . . and held by the plaintiff under an agreement for lease dated . . ." In the alternative the plaintiff claims damages for disturbance of his said tenancy and for depriving him of the use of the said garden by wrongfully entering and fitting a lock upon the gate and keeping the same locked against the plaintiff. Damages £6. The plaintiff also claims an injunction restraining the defendant, his servants or workmen, from entering the plaintiff's garden or interfering with the plaintiff's quiet enjoyment of the same or depriving him of the enjoyment of the same pursuant to the said agreement for tenancy. The annual value of the premises is £4. Alternatively the plaintiff claims £20 for compensation in respect of money expended by the plaintiff for improvements as expressed in clause 6 of the said agreement." The defendant counterclaimed for a declaration that the tenancy had ceased by his re-entry. The county court judge held that there had been a forfeiture and re-entry, and only gave judgment for the plaintiff for £4 4s. compensation for improvements, to be reduced to £3 in a certain event which in fact happended, and he gave judgment for the defendant on the counterclaim. Costs to follow each judgment. On an application to review taxation his Honour held that the plaintiff having claimed an injunction—a perpetual one as distinguised from an interlocutory one—the costs of the claim, in default of any other order having been made by him under ord. 53, r. 11, must be taxed under column B. By ord. 53, r. 11, of the County Court Rules, 1903 and 1904: "In actions in which a perpetual injunction is claimed, whether the same is granted or not, and in actions under sections fifty-nine, sixty, sixty-one, and one hundred and thirty-three of the Act, the judge may order the costs to be taxed under column A, B, or C, and in default of any such order they shall be taxed under column B."

Phillimore, J.—There are difficulties in this case, and, although at the first blush it would seem as if the county court judge had strictly applied ord. 53, r. 11, we are led by regard to the consequences which would follow to the conclusion that ord. 53, r. 11, has not the compelling effect which the judge thought it had. It would follow that if a plaintiff tacked on to a money claim for a sum under £10 some absurd claim for an injunction, the judge, if he gives costs at all—for he might refuse altogether—must give costs under scale A. The plaintiff failed wholly on that part of the case which had anything to do with an injunction, but he succeeded on the second part of the case in consequence of his failure upon the first, and on the second part he ultimately recovered a sum of £3. That is an amount well under £10, and would not appear under either columns A, B, or C, but under the unlettered column which applies to still smaller claims. We are faced by the rule which deals with the case where a perpetual injunction is claimed. We may, however, look at the other rules, and it seems to us that if the construction which the county court judge has put on this rule is right, there is a contradiction with another part of the same rule. [The learned judge then referred to ord. 53, r. 1, and the "lower scale" in Part IV. of the appendix and its heading.] In this action the amount recovered exceeded £2, but did not exceed £10. So that *prima facie* the lower scale applies. [The learned judge then referred to the foot-note to the lower scale, and section 119 of the County Courts Act, 1888.] It seems to us that it would be just as much sinning against the rule which makes the lower scale of costs applicable to allow the costs in this case under scale B, as it is sinning against ord. 53, r. 11, to disallow the costs under that scale. In this difficulty I find myself at liberty to say that the words in rule 11, "in actions in which a perpetual injunction is claimed," must be read as meaning, "in actions in which a perpetual injunction is claimed, and the plaintiff is successful on the issue so raised." We do not think that the rule is intended to allow an unsuccessful plaintiff upon such an issue to recover costs under scale B when he has been successful upon another issue.

Walton, J., delivered judgment to the same effect, and said: The effect of the rule is that in this case the plaintiff's costs are to be taxed as if the amount recovered exceeded £2 and did not exceed £10. I do not feel at present inclined to say in what way ord. 53, r. 11 should be expressed to make its meaning clear. The appeal must be allowed.—Counsel, *R. V. Bankes* and *W. de B. Herbert*; *Milward*. Solicitors, *Ford & Ford*, for *Thomas H. Coombs*, Worcester; *Church, Rendall, & Co.*, for *Dingle*, Worcester.

[Reported by C. G. Moran, Barrister-at-Law.]

THE KING *v.* **BELL.** *Ex parte* **G. J. KENT.** Div. Court. 7th Nov.

Election Law—Registration of Electors—Household Qualification—Part of House—"Inhabitant Occupier" or "Lodger"—Resident Landlord—Objection—Discretion of Revising Barrister.

Objections were lodged against the names of certain voters being placed in the occupiers', instead of the lodgers', list for the borough of Devonport, and evidence was given shewing (1) *that the house in which the voter resided was an ordinary*

dwelling-house; (2) that the landlord or landlady was rated in respect of the whole house; (3) that the landlord or landlady was resident in the house.

Held, discharging a rule for a mandamus *directed to the revising barrister to shew cause why he should not state a case for the opinion of the court, that the question whether the three facts proved by the objector in each case established a* primâ facie *case which called for an inquiry was one entirely for the revising barrister. The barrister had held that they did not, and was therefore bound to retain the names of the voters on the list.*

In this case a rule *nisi* for a *mandamus* had been obtained calling upon Mr. W. L. L. Bell, the revising barrister duly appointed to revise the lists of voters for the Parliamentary borough of Devonport, to shew cause why a writ of *mandamus* should not issue to hear and determine objections taken to certain "latch-key" voters, and to state a special case for the opinion of the court. The rule now came on for argument. At the last registration of the lists of voters for the above borough the Conservative agent objected to the names of upwards of 1,500 voters appearing on the occupiers' list, and evidence was given shewing in each case that the house in which the voter resided was an ordinary dwelling house; that the landlord or landlady was rated in respect of the whole house, and that the landlord or landlady was resident in the house. The revising barrister held that these facts did not establish a *primâ facie* objection which required to be inquired into, and in each case allowed the name of the voter to remain on the occupiers' list. It was argued when the rule was obtained that the facts placed before the revising barrister established in each case a *primâ facie* objection which ought to be inquired into; that the objector was entitled to cross-examine the overseer as to the grounds on which he had placed the voter on the occupiers' instead of the lodgers' list, and that the revising barrister had wrongly, in arriving at his decision, taken into consideration evidence given in other cases as to the practice in Devonport of letting rooms to be separately occupied. In shewing cause, counsel submitted that the revising barrister had discretion in the matter. The three facts which were proved or admitted did not necessarily decide the question whether the persons objected to were entitled or not to be on the occupiers' list, and *Kent* v. *Fittall* (1906, 1 K. B. 60) and *Douglas* v. *Smith* (1907, 2 K. B. 568) shewed that the revising barrister was not bound to institute an inquiry in every case in which this state of circumstances was proved to exist.

THE COURT discharged the rule.

LAWRANCE, J., said he thought that the revising barrister had not gone wrong either in point of law or in point of fact. He could not accept the contention put forward on behalf of Mr. Kent, that the revising barrister should have accepted proof of the three facts as decisive of the case, and held that the names of these persons should be on the lodgers' and not on the occupiers' list. The decisions in *Douglas* v. *Smith* and *Kent* v. *Fittall* both went to shew that the answer to these three questions was not decisive; that there was nothing binding on the revising barrister; but that he was left at liberty to decide whether *primâ facie* proof had been given "to his satisfaction" or not. The whole question was left open to him by the Act. That being so, he did not discover that there was anything in any of the affidavits to shew any impropriety or irregularity in what was done. The revising barrister seemed to him to have availed himself of a great deal of information and to have taken into consideration the circumstances brought before him.

PHILLIMORE, J., concurred. It was always a question of fact for the decision of the revising barrister whether the establishment of the three facts made a *primâ facie* case for inquiry or not.

WALTON, J., in agreeing, said that in one of the earlier cases questions had been asked by the revising barrister of the assistant overseer and of other persons as to the state of the house and the accommodation of Devonport, the character and nature of the population, and the prevailing mode of housing; also as to the means taken by the overseer both in inquiry and in making up the list, and Mr. Kent then asked such questions as he desired. On that point the revising barrister said the evidence confirmed what he himself knew, and on that knowledge he acted. Leave to appeal given.—COUNSEL, *Rowlatt* and *G. W. Ricketts; Daldy.* SOLICITORS, *The Treasury Solicitor; Ayrton, Biscoe, & Barclay.*

[Reported by ERSKINE REID, Barrister-at-Law.]

LASKEY *v.* MICHELMORE. Div. Court. 7th Nov.

ELECTION LAW — REGISTRATION OF ELECTORS — SERVICE FRANCHISE — "DWELLING-HOUSE"—REPRESENTATION OF THE PEOPLE ACT, 1884 (48 & 49 VICT. c. 3), s. 3.

A coachman occupied, in virtue of his service, a bedroom over a stable, but had full board in his master's house with the other servants.

Held, that the objection against the service franchise claimed by the coachman had rightly been overruled by the revising barrister.

Stribling *v.* Halse (16 *Q. B. D.* 246) *discussed and followed.*

Case stated by W. L. L. Bell, Esq., the revising barrister duly appointed to revise the lists of voters for the Torquay Division of the County of Devon. At Brixham, on the 2nd of September, 1907, objection was taken before the revising barrister by George Laskey to the name of Frank Bealey being retained on the occupiers' list for the parish of Brixham (Division 2), on the ground that he had not occupied as owner or tenant the premises named in the said list for twelve months preceding the 15th of July, 1907. Bealey was employed as coachman by the Rev. Stewart Sim, vicar of Brixham, and in virtue of such service occupied during the whole qualifying period one room over a stable within the curtilage of the vicarage. The building, containing the stable and the room mentioned, belonged to Mr. Sim, but no part of it was inhabited by him. Under his contract of service Bealey had his meals with the other servants in the vicarage. It was proved that Bealey had access to and used the room over the stable, and no right of control over it existed in the master. It was contended that in the above circumstances Bealey did not inhabit the room over the stable as a dwelling-house within the meaning of section 3 of the Representation of the People Act, 1884. The revising barrister held that the above facts were not distinguishable from the facts in *Stribling* v. *Halse* (16 Q. B. D. 246), and that Bealey's name must be retained on the list. Due notice of appeal from that decision was given, and the revising barrister named the clerk to the county council for Devon respondent. In support of the appeal it was contended that a room, to come within the Act, must be a place where a person dwelt, and a person must do something more than merely use a room to sleep in before he could be said to occupy it as a dwelling-house. He must "live" in the room in the ordinary sense of that word—eat and sleep there; and a term of his contract of service was that he should have all his meals in the vicarage with the other servants. *Stribling* v. *Halse* had been criticized in *Barnett* v. *Hickmott* (1895, 1 Q. B. 691), and had been followed *dubitante* in *Hasson* v. *Chambers* (18 L. R. Ir. 68), and was not followed in *Ladd* v. *O'Toole* (1904, 2 Ir. R. 389). Counsel for the respondent was stopped.

LAWRANCE, J., said he considered himself bound by *Stribling* v. *Halse*. Cave, J., there said: "The first question is whether the claimant inhabits a dwelling-house by reason of his service. He does, in fact, inhabit a room, and that may be in law the inhabitancy of a dwelling-house. Now, this room is occupied—that is, used by the claimant separately, and no one else sleeps in the room. It is not occupied for any other purpose than a dwelling-house. Further, it is clear on the statement of facts that the claimant had the sole and exclusive use of the room, and that is not affected by his use of some other room jointly with others. Further, it is impossible to say that the master inhabits a house into which he never goes. There is, therefore, no inhabitancy by the person under whom the claimant serves to take away his right to the franchise, and, since all the conditions required by the section exist, the appellant is entitled to our judgment." That seemed to answer every question under section 3 of the Act of 1884 raised in the present case. It was true that Lord Russell of Killowen, L.C.J., and Wills, J., in *Barnett* v. *Hickmott* had not expressed approval of *Stribling* v. *Halse*, and the decision did perhaps go further than one would have been inclined to go, but still there it was, and if it was on all fours with the present case he should feel bound to follow it. He thought the present case was not on all fours with *Stribling* v. *Halse*, but was a much stronger case against the contention of the appellant, and for the reasons stated he thought the appeal failed.

PHILLIMORE and WALTON, JJ., gave judgment to the same effect. Appeal dismissed with costs.—COUNSEL, *Hugh Fraser; Daldy.* SOLICITORS, *Russell-Cooke & Co.; Brooks, Jenkins, & Co.*, for *C. H. Clode*, Torquay.

[Reported by ERSKINE REID, Barrister-at-Law.]

Ex parte THE REV. J. E. LOUGHMAN. Div. Court. 8th Nov.

ECCLESIASTICAL LAW—RULE FOR PROHIBITION—WRIT OF SEQUESTRATION—DILAPIDATIONS—FAILURE ON PART OF THE INCUMBENT—"SHALL REFUSE OR NEGLECT"—ECCLESIASTICAL DILAPIDATIONS ACT, 1871, ss. 22, 23.

Where a bishop or patron requires dilapidations to be made good by an incumbent, and the latter does not within the prescribed period raise objection to the surveyor's report, the mere fact that he has tried unsuccessfully to get a loan and is himself not in a financial position to pay the money, gives the bishop or patron, under section 23 of the Act of 1871, power to issue sequestration, the "failure" to repair being equivalent to a "refusal" or "neglect" to do the repairs within the meaning of that section.

Motion for a *rule nisi* calling upon the Bishop of Bath and Wells to shew cause why a writ of prohibition should not issue prohibiting him from proceeding on a writ of sequestration against the applicant, the Rev. J. E. Loughman, rector of Walton, Somerset. It appeared from the affidavit of the applicant that he was presented to the living of Walton in 1889 by the late Marquis of Bath, the value of the living being about £300 per annum. The benefice was a rectory manor, and previous rectors were in the habit of leasing the houses and lands belonging to the benefice for terms of years determinable on lives at a nominable lord's rent, but subject to the payment of a heavy fine which went into the rector's pocket. Since the applicant was appointed several of the cottage leases had fallen in. The cottages were in a most dilapidated condition, and no proper claim could be sustained against the cottagers, who were all poor people. In April, 1906, the bishop ordered a survey to be made, and the amount of the dilapidations were estimated as follows:—For cottages, £200; outbuildings, £120; rectory house, £65; total, £385. A requisition and order to complete these repairs by the 30th of April, 1907, were served on the applicant, who alleged that he was wholly without the means to carry out these repairs *en bloc* within the time stated, as he had a family of six children to maintain. Having vainly tried to make various arrangements with the patron for the execution of the repairs, he, on the 31st of January, 1907, formally applied to the patron for leave to borrow from Queen Anne's Bounty. This application was refused. A writ of sequestration was issued against the applicant on

the 20th of June, 1907. The applicant contended that in the circumstances the bishop should be prohibited from enforcing the writ of sequestration, first, on the ground that at no stage was a hearing granted to him, and as the writ of sequestration was penal the bishop ought to give the clergyman an opportunity of being heard on the facts: mission to jurisdiction, as the order was made under a statute enforcing *Bonaker* v. *Evans* (16 Q. B. 162). There could be no voluntary sub repairs to be executed, with penal consequences for failure to do so. Secondly, the bishop's jurisdiction was conditional on there being a "neglect or refusal" on the part of the incumbent: see sections 22 and 23 of the Ecclesiastical Dilapidations Act, 1871, and there had only been here a "failure" to comply with the order arising neither from "neglect or refusal" on the applicant's part to carry out the order. Thirdly, if the condition precedent to the exercise of jurisdiction had arisen from the "failure" to comply with the order, the bishop had misinterpreted the terms of the statute under which he purporter to act, and on the authority of *Gould* v. *Gapper* (5 East 345), the applicant was entitled to ask the court to interpret the words "refuse or neglect" as not including a case where there had only been a failure by reason of poverty to execute the repairs.

THE COURT (LAWRANCE, PHILLIMORE, and WALTON, JJ.) refused the rule.

LAWRANCE, J., said the applicant could, under section 16 of the Act of 1871, have objected in writing to the report, but he in fact made no such objection to the bishop. The section went on to say that if no objection were made, then at the end of the period limited for making objections the report should be final. Here the time had passed, and therefore the proceedings having been regular, the report was final, and was equivalent to judgment enforceable by sequestration. But it was said that sequestration, being in character penal, no steps could be taken unless and until the incumbent had had opportunity of being heard, and it was said that the true construction of the words "refuse or neglect" in section 23 did not cover a case of meme "failure" from poverty to comply with the order. He did not agree with that contention. In his opinion "failure to carry out" the work was equivalent to "refuse and neglect" in the section, and the bishop under the section had power to make the sequestration order. The rule must therefore he refused.—COUNSEL, *Ernest Charles.* SOLICITORS, *Bridges, Sawtell, & Co.*

[Reported by ERSKINE REID, Barrister-at-Law.]

Societies.

Law Association.

The usual monthly meeting of the directors was held at the Law Society's Hall, on Thursday, the 7th inst., Mr. W. M. Woodhouse in the chair. The other directors present were Mr. S. J. Daw (treasurer), Mr. P. W. Chandler, Mr. R. H. Peacock, Mr. A. Toovey, Mr. Mark Waters, and the secretary (Mr. E. E Barron). A sum of £50 was voted in relief of deserving applicants, and seven new members were elected, and other general business was transacted.

Law Students' Journal.

Council of Legal Education.

The following is the result of the Michaelmas examination of students of the Inns of Court, held in Gray's Inn-hall, on October 15th, 16th, 17th and 18th. L.I. means Lincoln's-inn, I.T. Inner Temple, M.T. Middle Temple, and G.I. Gray's-inn:—

ROMAN LAW.

The following passed in Roman Law:—

Class I.—Sidney Reginald Daniels and Edgar Leonard Sholtensack, M.T.

Class II.—Donald Henry Cohen, L.I.; George Alexander Cohen, M.T.; William Henry Gingell, Henry Ludwig Henderson, and Kenneth McIntyre Kemp, I.T.; Henry Gerrard Lunn, M.T.; Jonas Louis Myers, I.T.; Singaravaloo Ruthnum Pather, L.I.; Alfred Nicholas Santiago, G.I.; Charles Wellesley Welman, M.T.; Hugh Ransom Stanley Zehnder, G.I.

Class III.—Khabeeruddin Ahmed and Mir Fuzlai Ali, G.I.; Frederick Octavius Arnold, I.T.; William Henry Benson Baker, L.I.; Richard Arthur Baxter, M.T.; Vincent Frederick Biscoe and Benjamin Brandreth, I.T.; Divan Khem Chand, M.T.; Frederick William Pepys Cockerell and Arthur Davies, L.I.; Francis Maurice Russell Davies and William Henderson Davison, M.T.; Thomas Dell, G.I.; Bhugwandin Dube and Herbert Dulley, M.T.; John Pascoe Elsden, I.T.; Frank George Enness, M.T.; Eric Charles Montagu Flint, I.T.; John Foreman, Leon Freedman, and Frederic William Galloway, M.T.; Narendra Nath Ghatak, L.I.; Thorneley Carbutt Gibson, I.T.; Donald Stewart Macleod Goldie and Benjamin Honour, M.T.; Douglas Illingworth, I.T.; Mansumrat Das Jairi, G.I.; Indadah Imamally Kazi, L.I.; Hugh Berenger Kendall and Wilfrid Shafto Kneeshaw, I.T.; William Beckford Long, John Alfred Lucie-Smith, and Edmund Ronald MacMullen, M.T.; Lewis Moses, L.I.; Myat Nyein, M.T.; Nai Chitr, G.I.; Nai Chom, I.T.; Kalipuzayath Ramunin Nair, G.I.; Richard Hill Norris, M.T.; Philip Milner Oliver, L.I.; Hon. Bertie Brabazon Ponsonby, I.T.; Robert Branks Powell, L.I; William Henry Prescott, G.I.; Mirza Mohamed Rafi, M.T.; Kalle Rama Sadeshiva Rau, G.I.; Charles Emmanuel Reinhardt, John Henry Sandy, Profulla Chunder Sen, and Saral Chunder Sen, M.T.; Norman Matthew Shaw, G.I.; James Joseph Lawson Sisson and Frederick Guy Stevens, I.T.; Edward Samuel Bourne Tagart, L.I.; Nathu Ram Tanan, G.I.; Walter Ernest Thrash, Richard Holdsworth Williams, and Stephen Wilson, I.T.

Out of 110 examined 70 passed.

Four candidates were ordered not to be admitted for examination again until the Easter examination, 1908, and one candidate until the Trinity examination, 1908.

CONSTITUTIONAL LAW AND LEGAL HISTORY.

The following passed in Constitutional Law (English and Colonial) and Legal History:—

Class I.—Edmund Pelly Chapman, L.I.; George Douglas Johnston, I.T.

Class II.—Edward Neville Bewley and Benjamin Brandreth, I.T.; Robert William Cassels and Donald Henry Cohen, L.I.; Thomas George Rudolph Dehn, I.T.; Henry Felix Hertz and George Joseph, M.T.; Roland Giffard Oliver, Arnold Herbert Falk Pretty, and Charles Edward Leathart Rae, I.T.

Class III.—John Aitken and Herbert William Anderson, I.T.; Herbert Austin and Arnold Harding Ball, G.I.; Richard Arthur Baxter, M.T.; Harold Lansdowne Beale, L.I.; Mohendro Bhuttacharji, G.I.; John Herbert Boraston, I.T.; Charles Carnegie Brown, L.I.; Horace Montague Carmichael, I.T.; Tirgoji Nanayan Chadha and Edgar Henry Cohen, M.T.; Jiban Kumar Das Gupta, L.I.; Francis Maurice Russell Davies, M.T.; Reginald Percy Basil Davis, I.T.; John Norman Daynes and John Paul de Castro, L.I.; Raoul Brousse de Gersigny, I.T.; Edward Aylmer Digby, Henry Watt Dollar, and Bhugwandin Dube, M.T.; Frederick Fenton, I.T.; Leon Freedman, M.T.; Gerald Ernest Godson, I.T.; Rowland Parkinson Goffe, G.I.; John Francis Gore, I.T.; Pierre Louis André Gournay, M.T.; Raymond George Harvey Greenham, I.T.; Bernard Guinsberg and Ralph Hall, G.I.; George Charles Hancock, M.T.; Robert Charles Percy Gerald Harvey, L.I.; Arthur Vivian Hill, M.T.; Robert Hunter Hill, I.T.; Thomas Meredith Hopkins, G.I.; Noel Richard Frank George Howe-Browne, I.T.; John David Ivor Hughes, M.T.; Hasanbhai Abdul Husein, G.I.; Donald Lane Ingpen, M.T.; Archibald Kenneth Ingram, I.T.; Arthur Eric Kenneman, G.I.; Vernon Arthur Lewis, I.T.; Girdhari Lall Maheshwary, G.I.; Leonard Morgan May, Ivor Alexander Whitworth McGowan, and George Henry Mills, L.I.; Susilchandra Mukhopadhyay, M.T.; John Stanley Murray, I.T.; Mya Bu, M.T.; Khagendra Chandra Nag, L.I.; Kalipuzayath Ramunin Nair and Sohrab Manekji Nanavutty, G.I.; Lancelot Pears, Denis Nowell Pritt, Kaikhushroo Byramjee Pudumjee, and Frank Louis Ratto, M.T.; Frank Reid, I.T.; William Robinow, L.I.; John Henry Sandy, M.T.; Alan John Lance Scott, I.T.; Bankim Chandra Sen, L.I.; Nirendra Nath Sen, G.I.; Montague Shearman, jun., Alan John Campbell Sington, and James Joseph Lawson Sisson, I.T.; Kow Soon Kim, Christopher Howsin Spafford, and Lancelot Hudson Spence, M.T.; Ruthven Whitewright Stuart and Nanjangud Subbarao Subbarao, I.T.; Alexander Young Ting, L.I.; William Van Breda, I.T.; Guy Hamilton Walker, L.I.; Walter Lightowler Wilkinson, M.T.; Herbert Stewart Wilson, I.T.

The special prize of £50 for the best examination in Constitutional Law and Legal History is awarded to George Douglas Johnston, Inner Temple.

Out of 116 examined, 87 passed. One candidate was ordered not to be admitted for examination again until the Easter examination, 1908.

EVIDENCE, PROCEDURE, AND CRIMINAL LAW.

The following students passed satisfactory examinations in Evidence, Procedure (Civil and Criminal), and Criminal Law:—

Class I.—Isaac Grainger Bates, G.I.; Gilbert Hugh Beyfus, I.T.; John David Ivor Hughes, Jules Charles Alexis Leclexio, and Louis Farnand Maingard, M.T.; the Hon. Albert Edward Alexander Napier, I.T.; Pohn Lhind Pratt and Denis Nowell Pritt, M.T.; Francis Edmund Storrs, I.T.; Charles Thomas Williams, M.T.

Class II.—John Aitken and Clement Milton Barber, I.T.; William George Beaumont-Edmonds, G.I.; Frederick William Beney, I.T.; Cecil Rodolph Blake, L.I.; Benjamin Brandreth, I.T.; Krishna Raghunath Chandorkar, L.I.; George Alexander Cohen, M.T.; Cyril Cutlack, L.I.; Gerard William Daman, Reginald Percy Basil Davis, and Henry St. John Field, I.T.; Reginald Charles Cromwell Hockley, Claud Douglas Devereux Hogan, and William Allen Jowitt, M.T.; Alan Davidson Keith, G.I.; Martin Schlesinger Kisch, L.I.; Clifford Michael Lewis, I.T.; William Lovelace, G.I.; Barrett Lennard Albemarle O'Malley, I.T.; Rahimtulla Karmali Pirbhai, L.I.; Arnold Herbert Falk Pretty, I.T.; Harman Singh, G.I.; Pestonji Cursetji Tarapore, L.I.; Noel Thatcher, G.I.; David Thomas, M.T.; William van Breda, I.T.; Sei Chen Wang, L.I.

Class III.—Khabeeruddin Ahmed, Mir Fuzlai Ali, and Badrul Islam Alikhan, G.I.; Geoffrey Aspinall, I.T.; Richard Arthur Baxter, Kenneth James Beatty, and Sohrab Dadabhoy Bhedwar, M.T.; Edmund Leonard Brayshaw and Joseph Samuel Bridges, I.T.; Henry Foster Burnes, G.I.; Tirgoji Narayan Chadha, M.T.; Donald Henry Cohen, L.I.; Edgar Henry Cohen, M.T.; Jiban Kumar Das Gupta and Ganesh Datta, L.I.; Sohrab Limjibhai Daver and Gaur Mohan De, G.I.; Bhugwandin Dube, M.T.; Patrick Duncan, I.T.; John Freeman Dunn, G.I.; Harold Easterby, M.T.; Henry Reginald Ellis, I.T.; Richard Fanthorpe, M.T.; Herbert William Sidney Francis, I.T.; Percy William French and Henry Wippell Gadd, M.T.; James Clerk Maxwell Garnett, I.T.; Paul Antoine Frederick Pierre Geneve, M.T.; William Henry Gingell, I.T.; Ralph Hall, G.I.; Horace Perkins Hamilton and

Nazirudin Hasan, L.I.; Gerard Odonel Heron, I.T.; Luke Taylor Hibbert, L.I.; Richard John Humphreys and Hasanbhai Abdul Husein, G.I.; Ibn-I-Ahmad, L.I.; Mansumrat Das Jaina, G.I.; James Johnston, L.I.; George Joseph and Brij Lal, M.T.; Luang Pradist, G.I.; Nevil Cullagh Mildred MacMahon, I.T.; Edmund Ronald Macmullen, M.T.; Ivor Alexander Whitworth McGowan, L.I.; John Edwin Mitchell, M.T.; Vere Brooke Mockett, Geoffrey Moseley, and Allan George Mossop, I.T.; Kanwar Narain, L.I.; Indra Narayan, M.T.; Robert Herle Nicholson, L.I.; Roland Giffard Oliver and Rupert Charles Ollivant, I.T.; Louis Raoul Perdrau and Pha Htaw, M.T.; William Henry Prescott, G.I.; Kaikhushroo Buramjee Pudumjee, M.T.; Herman Victor Rabagliati, L.I.; Charles Clifton Roberts and Charles Wheatstone Sabine, M.T.; James Hubert West Sheane, James Joseph Lawson Sisson, Samuel Thomas Srinivasagam, and Frederick Guy Stevens, I.T.; Mark Stone, G.I.; William Hemming Stuart, M.T.; Edgar Taunton and Walter Ernest Thrash, I.T.; Alexander Young Ting, L.I.; John Bevan Coulson Tregarthen and William Collett Vian, I.T.; James Leonard Walker, G.I.; Mohammad Wasim, L.I.; Henry Percy Weber, G.I.; Robert Charles Owen Wells, I.T.; William Henry Winter, M.T.

The special prize of £50 for the best examination in Evidence, Procedure and Criminal Law was awarded to John Lhind Pratt, Middle Temple.

Out of 139 examined 115 passed. Two candidates were ordered not to be admitted for examination again until the Easter examination, 1908.

FINAL EXAMINATION.

Class I. (in order of merit).—Edward Gwynne Eardley-Wilmot, L.I., and Fernand Edward Charestein, M.T.; Richard Warren Fowell, L.I., and Robert Wolstenholme Holland, M.T. (the two last equal); Sholto Stuart Ogilvie, I.T.; all to receive certificates of honour.

Class II. (in order of merit).—Leonard Wray Greenhalgh, L.I.; Henry Dalacombe Roome, M.T.; Frederick Murray Hicks and James Herbert Morrell, I.T.; Edward Fraser Hamilton Cox, M.T.; Henry Percy Glover, L.I; Henry Francis Chettle, G.I.; Charles Herbert Thorpe, I.T.; Robert Dunstan, G.I.; Christopher Drayton Grimké Drayton, I.T.; Frederick John Newman, I.T., and George Rivers Blanco White, L.I. (the two last equal); Benjamin Brandreth and Hon. Albert Edward Alexander Napier, I.T. (the two last equal); Lewis George Dibdin, L.I.; Ernest Vidal David, John Leighton Nanson, and Frans Robert Dragten, G.I.; Charles Henry Harper, I.T.; George Frederick Kingham and Ernest Evans, M.T.; Victor Lloyd-Bostock, Percy Theodore Carden, and Reginald Gerard Leigh, I.T.; Arthur Henry Pargeter, M.T.; Joel Leybourn Goddard, M.T., and William Taylor, G.I. (the two last equal); Charles Hope Sleigh, M.T.; Dennis O'Sullivan, G.I.; Hamilton Rivers Pollock, M.T.

Class III. (in alphabetical order).—Razi Uddin Ahmad, M.T.; Arthur Brian Ashby, I.T.; Walter Douglas Aston and Charles Frederick Baker, G.I.; Joseph Edward Balmer and Henry Hume Barne, I.T.; Richard Arthur Baxter, M.T.; Thomas Herbert Bedford, I.T.; Arthur Bryan and John Arthur Robert Cairns, M.T.; Patrick Maurice Carleton, Arthur Strettell Carr, and André Cipriani, G.I.; Walter Asheton Paget Critchley and Ronald Gordon Cruickshank, I.T.; Edwin Gladstone Davies, M.T.; Thomas George Rudolph Dehn, Bertrand Ward Devas, Leonard Taylor Dickinson, Dryden Donkin, Patrick Duncan, and Charles James Gardner, I.T.; Ganeshilal Varma Gaurishankar, M.T.; Israel Ginsberg and Nagendranath Goswami, G.I.; Samuel Hawkins, Qazi Tajammul Husain, and St. John Hutchinson, M.T.; Nand Lal, L.I.; Nevil Cullagh Mildred MacMahon, I.T.; Inayat Ullah Mahli, G.I.; Maung Pu, M.T.; Harold Gustave Meyer, I.T.; Rustam Jivanji Jamshedji Modi, M.T.; Oliffe Richmond Nicholas, Raymond Drummond Nolan, Forester Augustus Obeyesekere, and Percy Paris Pope, I.T.; Mahabir Prasad, G.I.; George Walker Profeit, L.I; Bernard Richmond, M.T.; Walter Saise, G.I.; Surendra Nath Sinha, M.T.; Robert Workman Smith and Richard Squire Thorne, I.T.; John Tootell, L.I.; Frederick Herbert Toyne, I.T.; Thomas Fitzalan Tremearne, L.I.; Charles Bernardus Schrandt van Voelen, I.T.; James Leonard Walker, G.I.; Duncan Gardner Wallace, M.T.; Walter Henry Wellsman and Norman Henry Pownall Whitley, I.T.

Out of 106 examined, 88 passed.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—Nov. 7.—Chairman, Mr. C. P. Blackwell.—The subject for debate was: "That this House deplores the attitude of the people of British Columbia on the Asiatic Immigration Question." Opener, Mr. D. S. Cornock; opposer, Mr. C. S. Kraues. The debate was adjourned.

On Tuesday, at the nomination of sheriffs, a novel ground for relief was, says the *Times*, relied upon by several gentlemen under the provisions of the Territorial and Reserve Forces Act, 1907. Section 23 (4) of that statute provides that "An officer or man of the Territorial Force shall not be compelled to serve as a peace officer or parish officer and shall be exempt from serving upon any jury, and a field officer of the Territorial Army shall not be required to serve in the office of High Sheriff." Advantage was taken of this exemption by a number of gentlemen whose names appeared on the list of those qualified for the office of High Sheriff, and in such cases exemption was at once granted.

Legal News.

Appointments.

MR. A. ARROWSMITH MAUND, solicitor, of Worcester, has been appointed Under-Sheriff of the City of Worcester and County of the same City.

Mr. CHARLES FORD, solicitor (Ford & Ford), has been appointed London Agent of the Sheriff of the City of Worcester and County of the same City.

Mr. J. C. BROOKHOUSE, solicitor, of Bank-buildings, 239, Lewisham High-road, S.E., has been appointed a Commissioner for Oaths. Mr. Brookhouse was admitted in August, 1901.

Mr. FRANCIS BEAUFORT PALMER, barrister-at-law, who has received the honour of Knighthood, was educated at University College, Oxford, and was called to the bar in 1873. He is well known as the author of works on company law.

Mr. FRANK CRISP, LL.B., B.A., J.P., solicitor, who has received the honour of Knighthood, was admitted in 1869, and is a member of the firm of Messrs. Ashurst, Morris, Crisp, & Co.

Mr. CHARLES JAMES SHARP, solicitor, has been unanimously elected Mayor of Southampton. It is the first time for thirty-five years that a member of the legal profession has occupied the Mayoralty, the previous lawyer holder of the office having been the late Mr. William Hickman, in 1872. Mr. Sharp was admitted in 1886 and is a member of the firm of Messrs Sharp & Brain. He has long been closely identified with the legal life of the town, and has always taken a keen interest in civic affairs. He was Sheriff last year, and his colleagues have further evidenced their appreciation for his services by also promoting him to the aldermanic bench. Mr. Sharp comes of an old legal stock that has for many years been closely associated with the town's affairs; his father and grandfather were members of the corporation, and the former held the office of sheriff in 1854.

General.

Lord Justice Kennedy is to preside at the annual dinner of the Leeds Law Students' Society on the 23rd inst.

It is stated that the marriage between the Lord Chancellor and Miss Hicks Beach is to take place on the 3rd of December.

Messrs. Stevens & Sons (Limited) will shortly publish a new edition of Company Precedents—Part 3: Debentures and Debenture Stock, by Sir Francis Beaufort Palmer.

It is officially announced that Parliament will meet on the 29th of January. It is stated to be six years since Parliament has assembled earlier than the month of February.

It is announced that Mr. Justice A. T. Lawrence has fixed Tuesday, the 19th inst., and following days, if necessary, for proceeding with Railway and Canal Commission Court cases.

The General Council of the Bar, in exercise of the power conferred upon them by section 18 of the Criminal Appeal Act, 1907, have appointed Mr. E. Tindal Atkinson, K.C., to be a member of the Rule Committee under that Act, such appointment to be for the term of two years.

Mr. Justice Phillimore has been appointed Judge in Bankruptcy and Mr. Justice A. T. Lawrence Railway and Canal Commission Court Judge during the absence of Mr. Justice Bigham in the Appeal Court. Mr. Justice Walton will undertake the business of the Commercial Court until further notice.

The bust of Lord St. Helier has been replaced on its pedestal in the central hall of the Law Courts, and the inscription has been amended, as follows: "The Right Honourable Francis Henry Jeune, Baron St. Helier, G.C.B., Justice of the Probate, Divorce, and Admiralty Division 1891-1892. President 1892-1905."

The forty-seventh meeting of the Bankruptcy Law Amendment Committee was held on the 6th inst., at the Royal Courts of Justice, Mr. Muir Mackenzie (the chairman) presiding. The committee was occupied in discussing some of the questions dealt with in the evidence, and proposals submitted for consideration by members of the committee.

Under the provisions of the Criminal Appeal Act, the Lord Chief Justice has appointed the following judges to form the Court of Criminal Appeal: Lawrance, Ridley, Darling, Channell, Phillimore, Walton, A. T. Lawrence, and Pickford, JJ. The court is to consist of not fewer than three judges, but it may be composed of more, but always of an uneven number.

Sir Henry Kimber, who has just been presented with a gold casket by his constituents in Wandsworth, has, says the *Evening Standard*, sat for that borough for a continuous period of twenty-two years, having first been elected in 1885. He is by profession a solicitor, but has travelled a great deal throughout the British Empire, and is at the present time chairman of the South Indian Railway, the main line at the southernmost end of the Indian peninsula. The casket is a magnificent work of art. The arms of both Sir Henry and Wandsworth are enamelled on it, and his initials are set in rubies and sapphires.

At the conclusion of a trial for manslaughter at the Glamorgan Assizes on Tuesday, says the *Daily Mail*, it transpired that some of the jury had visited the scene of the tragedy the day before without permission, and had come to the conclusion that no one could see from the street what some witnesses had declared they could see. Counsel declared this proceeding irregular, and Mr. Justice Sutton discharged the jury.

A great destiny is, says the *Evening Standard*, pointed out for the Lord Chancellor by a correspondent to the *Morning Post*. With joy this correspondent has heard that Lord Loreburn has not worn his full-bottomed wig on one or two recent occasions of high pomp and tremendous ceremony, but has preferred the ordinary headgear of an English gentleman. The disadvantages of the legal (or, as the reformers believe, the illegal) wig are best known to the wearers. They declare that it is hot, gathers dust, prevents them from keeping a cool brain, and turns them prematurely bald. How glorious, says the correspondent, would be the fame of Lord Loreburn if history could write of him that he abolished this abomination, and turned lawyers into the semblance of men!

In responding to the toast of "The Judges and the Bar of England," at the Lord Mayor's banquet, the Master of the Rolls said: There are some countries in which I think no one would venture to propose the health of those who are supposed to administer justice, and I have asked myself why it is that in this country this toast is always received so enthusiastically. I think the answer is not difficult. We are the successors of a long series of many generations of judges who have protected the liberties and secured the rights and the properties of the citizens of this country. Their reputation has descended upon us. If we stood simply upon our own merits, I fear there might be a sorry account; but we inherited from them many things. We inherited from them not only the garb which some of us are not reluctant to part with for a short time this evening, but much more valuable things. We inherit from them traditions of integrity, traditions of independence, traditions of impartiality, traditions of duty, and I make bold to say of the bench that we shall hand down these great traditions untarnished and unimpaired.

In an interesting article by Mr. W. S. Holdsworth in the *Law Quarterly Review*, on the "Legal Profession in the 14th and 15th Centuries," he says: "The elevation, then, to the dignity of serjeant was the great step forward in the profession. It made the lawyer a member of the great guild which administered the law; and it placed him almost on an equality with the bench. The serjeants and the judges were brothers of the Order of the Coif. To the end they addressed one another as such, and lodged together at the Serjeants'-inns. We are not surprised to find that the creation of a judge was, compared with the creation of a serjeant, an informal affair. 'As oft,' says Fortescue, 'as the place of any of them (the judges) by death or otherwise is voide, the king useth to choose one of the Serjeants at Lawe and him by his Letters Patents to ordaine a Justice, in the place of the Judge so ceasing. And then the Lord Chancellor of England shall enter into the Court, where the Justice is so lacking, bringing with him those letters patents, and sitting in the midst of the Justices causeth the Serjeant so elect to bee brought in, to whom in the open Court he notifieth the King's pleasure touching the office of Justice then voide and causeth the foresaid letters to be openly reade. Which done, the Master of the Rolles shall reade before the same elect person, the oath that he shall take, which when he hath sworne upon the holy Gospell of God, the Lord Chancellor shall deliver unto him the king's letters aforesaid, and the Lord Chief Justice of the Courte shall assigne unto him a place in the same, where he shall place him, and that place shall hee afterward keepe.' The judges, according to Fortescue, usually sat from 8 a.m. till 11 a.m. The rest of the day they spent 'in the study of the lawe, in reading of Holy Scripture, and using other kind of contemplation at their pleasure.' This is perhaps too rosy a picture. We have reason to know that some of the judges spent their time less innocently; and the statement that none were ever known to be corrupt is a deliberate untruth."

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Joyce.
Monday, Nov. 18	Mr. Borrer	Mr. Greswell	Mr. Farmer	Mr. Beal
Tuesday 19	Goldschmidt	Church	King	Carrington
Wednesday 20	Leach	Greswell	Farmer	Beal
Thursday 21	Theed	Church	King	Carrington
Friday 22	Bloxam	Greswell	Farmer	Beal
Saturday 23	Synge	Church	King	Carrington

Date	Mr. Justice Swinfen Eady.	Mr. Justice Warrington.	Mr. Justice Neville.	Mr. Justice Parker.
Monday, Nov. 18	Mr. Goldschmidt	Mr. Synge	Mr. Theed	Mr. King
Tuesday 19	Borrer	Bloxam	Leach	Farmer
Wednesday 20	Goldschmidt	Synge	Theed	Church
Thursday 21	Borrer	Bloxam	Leach	Greswell
Friday 22	Goldschmidt	Synge	Theed	Carrington
Saturday 23	Borrer	Bloxam	Leach	Beal

Jordan & Sons (Limited), of Chancery-lane, are about to publish a work on the Companies Act, 1907, annotated by Mr. D. G. Hemmant, of the Inner Temple, barrister-at-law, with Notes on Practice by Mr. Herbert W. Jordan, a director of Jordan & Sons. By way of amendment and repeal, the Companies Act, 1907, contains numerous important alterations of the previous Acts, and especially of the Companies Act, 1900.

Winding-up Notices.

London Gazette—FRIDAY, Nov. 8.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRITISH MUTOSCOPE AND BIOGRAPH CO, LIMITED—Petn for winding up, presented Oct 17, directed to be heard Nov 19. Hays & Co, Clement's In, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 18

COLLOTYPE PRINTING AND PUBLISHING CO, LIMITED—Petn for winding up, presented Nov 5, directed to be heard Nov 19. Durant, Guildhall chmbrs, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 18

E. D. MOREL, LIMITED—Creditors are required, on or before Nov 25, to send in their names and addresses, and the particulars of their debts or claims, to Arthur George Oldam, Temple, Dale st, Liverpool, liquidator

ELSWORTH MOTORS, LIMITED—Creditors are required, on or before Nov 23, to send their names and addresses, and the particulars of their debts or claims, to William Claridge, 47, Market st, Bradford, York, liquidator

L. CORNSTEIN & Co, LIMITED—Creditors are required, on or before Dec 11, to send their names and addresses, and the particulars of their debts or claims, to Thomas Whitehead, 237, Manchester rd, Hollinwood, Lancs, liquidator

LEA'S STORES, LIMITED—Creditors are required, on or before Dec 9, to send in their names and addresses, and the particulars of their debts or claims, to Elias Hill, 79, Mark la, liquidator

MABEE & PARKER, LIMITED—Creditors are required, on or before Nov 30, to send their names and addresses, and the particulars of their debts or claims, to William Coventry Westlake, 25, Portland st, Southampton, liquidator

MAY OATWAY FIRE APPLIANCES, LIMITED (IN VOLUNTARY LIQUIDATION OR RECONSTRUCTION)—Creditors are required, on or before Dec 10, to send their names and addresses, and the particulars of their debts or claims, to Robinson & Barrett, Stone bldgs, Lincoln's inn, solors for liquidators

NATIONAL MERCANTILE INSURANCE ASSOCIATION, LIMITED—Creditors are required, on or before Dec 20, to send their names and addresses, and the particulars of their debts or claims, to Henry Rhodes Carr, 8, Queen st

PULLCAR MOTOR CO, LIMITED—Petn for winding up, presented Nov 5, directed to be heard Nov 19. Joseph, Fore st, Moorgate st, solor for petner Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 18

SATINO, LIMITED—Petn for winding up, presented Nov 1, directed to be heard Nov 19, Clapham & Co, Devonshire sq, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 18

London Gazette.—TUESDAY, Nov. 12.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ARIES, LIMITED—Creditors are required, on or before Dec 17, to send their names and addresses, and the particulars of their debts or claims, to Charles Osborn, 6, Broad st pl, liquidator

BENALLEIGH FREEHOLD COPPER MINES, LIMITED—Creditors are required, on or before Nov 25, to send their names and addresses, and the particulars of their debts or claims, to Thomas Mullett, Salisbury House, London wall. Mellor & Co, Coleman st, solors to liquidator

HARRISON ENGINE CO, LIMITED—Creditors are required, on or before Dec 10, to send their names and addresses, and the particulars of their debts or claims, to Philip Swanwick, 64, Cross st, Manchester. Hockin & Co, Manchester, solors for liquidator

LOWESTOFT BOX FACTORY, LIMITED—Creditors are required, on or before Dec 21, to send in their names and addresses, with particulars of their debts or claims, to Herbert Sayer, 26, London rd, Lowestoft, liquidator

NUKKO WINE CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Thomas Oswald Williams, 20, Cannon st, Birmingham. Gateley & Son, Birmingham, solors for liquidator

SIMMS MANUFACTURING CO, LIMITED—Creditors are required, on or before Dec 24, to send their names and addresses, and the particulars of their debts or claims, to Henry Mansfield Scott, Welbeck Works, Kimberley rd, Kilburn, liquidator

SIR WALTER SCOTT, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Thomas Oswald Williams, 20, Cannon st, Birmingham. Gateley & Son, Birmingham, solors for liquidator

THOMAS NYE & CO, LIMITED—Creditors are required, on or before Dec 14, to send their names and addresses, and the particulars of their debts or claims, to Frank Smalley Mitchell, 9, Wards end, Halifax. Mitchell, Halifax, solor for liquidator

COUNTY PALATINE OF LANCASTER.

KESSLER & Co, LIMITED—Petn for winding up, presented Nov 11, directed to be heard at St George's Hall, Liverpool, Nov 20, at 10.45. Page, Manchester, solor for petnr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 19

Bankruptcy Notices.

London Gazette.—TUESDAY, NOV. 5.

ADJUDICATIONS.

BELL, FRED, Kingston upon Hull, Grocer Kingston upon Hull Pet Oct 31 Ord Oct 31

BENFIELD, THOMAS, Croydon, Builder Croydon Pet Oct 2 Ord Nov 1

BROOK, EDWIN GEORGE, Bristol, Builder Bristol Pet Oct 25 Ord Nov 2

BUSH, ADA LOUISA, Lee, Kent, Builder Greenwich Pet Oct 30 Ord Oct 30

CADE, THOMAS TIMSON, Chesterfield, Fancy Draper Chesterfield Pet Oct 19 Ord Nov 1

DAVY, ERNEST, Woodhall Spa, Lincs, Trainer of Racehorses Lincoln Pet Nov 1 Ord Nov 1

DEWDNEY, FREDERICK, Horsham, Builder Brighton Pet Nov 1 Ord Nov 2

DRUMMOND, CHARLES HENRY, Ilkley, Yorks Bradford Pet Oct 7 Ord Nov 1

ERNST, LOUIS, Whitehall House, Whitehall, Engineer High Court Pet Sept 19 Ord Nov 2

EVANS, DAVID, Penygroes, Carnarvon, Master Painter Bangor Pet Nov 1 Ord Nov 1

EVANS, JOHN, Craigielo Farm, Gwyddelwern, Merioneth, Farmer Wrexham Pet Oct 30 Ord Oct 30

EVE, ARTHUR GEORGE, Leadenhall st, Export Merchant High Court Pet Sept 20 Ord Nov 1

FLETCHER, ALEXANDER DOUGLAS, Watford, Herts, Ironmonger St Albans Pet Oct 1 Ord Oct 30

GREENWOOD ABSALOM, Morecambe, Painter Preston Pet Nov 1 Ord Nov 1

GRIFFITHS, HUGH, Dowlais, Glam, General Haulier Merthyr Tydfil Pet Oct 31 Ord Oct 31

HARVEY, CHARLES, Camden rd, Holloway, Job Master High Court Pet Oct 12 Ord Nov 2

HUTTLEY, CHARLES FREDERICK, Blackpool, Grocer Preston Pet Nov 2 Ord Nov 2

IGGLESDEN, ANNIE ELIZABETH, Dover, Jeweller Canterbury Pet Nov 1 Ord Nov 1

JAMES, JAMES HENRY HARRIS, Newquay, Cornwall, Mining Engineer Truro Pet Sept 28 Ord Oct 31

JONES, DAVID, Penygraig, Glam, Grocer Pontypridd Pet Oct 15 Ord Nov 2

JONES, GWEN, Penrhyndeudraeth, Merioneth, Fruiterer Portmadoc Pet Nov 1 Ord Nov 1

MARSHALL, WILLIAM HENRY, Small Heath, Birmingham, Engineer's Pattern Maker Birmingham Pet Oct 31 Ord Oct 31

MAXFIELD, FRANK, Wetherby, Yorks, Boot Dealer York Pet Nov 1 Ord Nov 1

MILES, HENRY EVERINGHAM, Blomfield cres, Bayswater High Court Pet Sept 21 Ord Nov 2

MILLER, WILLIAM, Pembroke Dock, Pembroke, Outfitter Pembroke Dock Pet Nov 1 Ord Nov 1

MORRIS, WILLIAM RICHARD ASTERLEY, Newnham Croft, Grantchester, Cambs Cambridge Pet Nov 2 Ord Nov 2

NEIGHBOUR, T H, Sudbury, Middlesex, Coal Merchant St Albans Pet Aug 24 Ord Oct 30

NICHOLSON, JONATHAN, New Cleethorpes, Marine Engineer Gt Grimsby Pet Oct 29 Ord Oct 29

OLIVER, AMELIA, Buxton, Derby, Boarding house Keeper Stockport Pet Oct 21 Ord Nov 1

PARKES, HENRY JAMES, Leicester Leicester Pet Oct 31 Ord Oct 31

PHILLIPS, GEORGE, Pembroke Dock, Pembroke, Monumental Mason Pembroke Dock Pet Nov 1 Ord Nov 1

PORTESS, EDWARD, Boston, Wheelwright Boston Pet Nov 1 Ord Nov 1

PRATT, WILLIAM HAYES, York rd, Battersea, Provision Dealer Wandsworth Pet Oct 2 Ord Oct 31

ROBINSON, ANNIE, Keighley, Yorks, Mattress Maker Bradford Pet Oct 21 Ord Nov 2

SIDAWAY, WILLIAM, Worsborough Common, nr Barnsley, Confectioner Barnsley Pet Oct 31 Ord Oct 31

TIBBLES, FREDERICK HARRY, and EDGAR HARRY HARGREAVES, Derbyshire st, Bethnal Green, Retail Cork Merchants High Court Pet Oct 1 Ord Nov 1

TRAILL, JAMES WILLIAM, Brentwood High Court Pet Aug 29 Ord Oct 31

TRESCOTT, WILLIAM, Stroud, Glos, Motor Dealer Bristol Pet Oct 15 Ord Nov 2

VAN HOYTEMA, WILLIAM JACOB, Gracechurch st, Commission Agent High Court Pet Aug 9 Ord Nov 1

WEBBER, THOMAS, Bincyown, nr Pontypool, Farmer Newport, Mon Pet Nov 2 Ord Nov 2

ADJUDICATION ANNULLED.

ELVERY, HERBERT FREDERICK, Tonbridge, Kent, Clerk Tunbridge Wells Adjud April 27 Annul Oct 25

London Gazette.—FRIDAY, NOV. 8.

RECEIVING ORDERS.

BAILEY, ALBERT JAMES, Glastonbury, Athletic Goods Manufacturer Wells Pet Nov 5 Ord Nov 5

BANCROFT, WILLIAM HENRY, Wakefield, Decorator Wakefield Pet Oct 23 Ord Nov 6

BANKS, CHARLES HENRY, Yardley, Worcester, Traveller Birmingham Pet Nov 4 Ord Nov 4

BAWTREE, SIDNEY THEOPHILUS, Ipswich, Draper Ipswich Pet Oct 31 Ord Oct 31

BENNETT, GEORGE, Upton Pyne, Devon, Rope Manufacturer Exeter Pet Nov 6 Ord Nov 6

BLACKBURN, HOWARD, Preston, Livery Stables Keeper Preston Pet Nov 4 Ord Nov 4

BROADHEAD, ALBERT EDWARD, Cudworth, nr Barnsley, General Dealer Barnsley Pet Nov 4 Ord Nov 4

BROOK, ALBERT, Beech st, Barbican, Skin Merchant High Court Pet Oct 7 Ord Oct 29

BUCKWORTH, EDWARD P, Garlick hill High Court Pet Oct 17 Ord Nov 5

CARPENTER, WILLIAM CHARLES MORRISON, Bishopsgate av High Court Pet Sept 5 Ord Nov 5

DURRAN, JOSEPH, Towcester, Northampton, Commission Agent Northampton Pet Nov 6 Ord Nov 6

ELLIS, WILLIAM, sen, Battersea, House Agent Wandsworth Pet Nov 6 Ord Nov 6

FOTHERGILL, FREDERICK PELHAM, Borough rd, Southwark, Dining Room Proprietor High Court Pet Nov 7 Ord Nov 7

GOLDUP, BURNETT JAMES, Ash, Kent, Farm Labourer Canterbury Pet Nov 6 Ord Nov 6
GOOCH, ERNEST GEORGE, Abergavenny, Mon, Farmer Tredegar Pet Nov 2 Ord Nov 2
GREGORY, JOHN PRINCE, Hatherton, nr Nantwich Crewe Pet Nov 5 Ord Nov 5
HAHN, GEORGE FRANCISCO, Belsize sq, Hampstead High Court Pet Nov 4 Ord Nov 4
HAMILTON, GAVIN RUSSELL, Chapeltown, Leeds, Traveller Leeds Pet Nov 2 Ord Nov 2
HANNING, WILLIAM GEORGE, Sunderland, Wine Merchant Sunderland Pet Nov 1 Ord Nov 5
HAYES, GEORGE HENRY, Plumstead, Motor Mail Contractor High Court Pet Nov 5 Ord Nov 5
HIRST, JAMES HERBERT WILLIAM, Kingston upon Hull, Timber Merchant Kingston upon Hull Pet Nov 4 Ord Nov 4